

**STATE OF WASHINGTON  
Washington Department of Veterans Affairs (WDVA)  
OLYMPIA, WASHINGTON**

**Request for Qualifications and Quotations (RFQQ)  
RFQQ NO. 2016-03**

**PROJECT TITLE: Clinical Laboratory Services for Veteran Homes**

**PROPOSAL DUE DATE: May 23, 2016, 4:00 PM Pacific Daylight  
Time, Olympia, WA, USA.**

**Emailed Proposals will be accepted. Faxed bids will not be  
accepted.**

**EXPECTED TERM FOR THE CONTRACT:  
July 1, 2016 through June 30, 2021**

**The WDVA reserves the right to extend the contract for up to two  
additional one-year periods at the sole discretion of the WDVA.**

**CONSULTANT ELIGIBILITY: This procurement is open to those  
Consultants that satisfy the minimum qualifications stated herein  
and that are available for work in Washington State.**

**TABLE OF CONTENTS**

<b>1. INTRODUCTION.....</b>	<b>7</b>
1.1. Purpose.....	7
1.2. Qualifications .....	7
1.3. Funding .....	7
1.4. Period of Performance .....	7
1.5. Contracting with Current or Former State Employees .....	7
1.6. Definitions.....	8
1.7. Washington Electronic Business Solution (WEBS) .....	9
1.8. ADA .....	10
<b>2. INSTRUCTIONS FOR COMPLETING AND SUBMITTING RESPONSES .....</b>	<b>11</b>
2.1. RFQQ Coordinator .....	11
2.2. Mandatory Response Overview .....	11
2.3. Estimated Schedule of Procurement Activities.....	11
2.4. Vendor’s Communication Responsibilities.....	12
2.5. Revision to the RFQQ.....	12
2.6. Right to Modify RFQQ Scope .....	13
2.7. Proprietary Information.....	13
2.8. Public Disclosure .....	13
2.9. Responsiveness .....	14
2.10. Acceptance Period .....	14
2.11. Receipt of Insufficient Competitive Responses.....	14
2.12. Most Favorable Terms .....	14
2.13. No Obligation to Contract .....	15
2.14. Cost to Submit.....	15
2.15. Rejections of Responses.....	15
2.16. Non-Endorsement and Publicity .....	15
2.17. Waivers.....	15
2.18. Payment Advances .....	15

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

2.19.	Commitment of Funds .....	15
2.20.	Electronic Payment.....	16
2.21.	Worker’s Compensation Coverage .....	16
2.22.	Minority and Women-Owned Business Participation (O) .....	16
2.23.	Veteran-Owned Business Participation (O) .....	16
2.24.	Insurance Coverage .....	17
	Liability Insurance .....	17
	Additional Provisions .....	18
2.25.	Site Security .....	19
3.	<b>MANDATORY RESPONSE INSTRUCTIONS.....</b>	<b>20</b>
3.1.	Response Requirements .....	20
3.2.	Signatures .....	20
3.3.	(M) Letter of Submittal .....	20
	(M) Company Information.....	20
	(M) Principals .....	21
	(M) Legal Status .....	21
	(M) Tax Identifier .....	21
	(M) Vendor Location .....	21
	(M) State and Former State Employees as Board Members .....	21
	(M) Minimum Qualifications .....	21
	(M) Authorized Representative .....	21
3.4.	(M) Statewide Vendor Status .....	21
3.5.	(M) Submission of Responses.....	21
3.6.	(M) Contract and General Terms and Conditions .....	22
4.	<b>(M) FINANCIAL AND VENDOR BUSINESS REQUIREMENTS .....</b>	<b>23</b>
4.1.	Section Requirements.....	23
4.2.	(M) Vendor Financial Information .....	23
	(M) Financial Statements .....	23
	(M) Alternatives for Non-Public Corporations .....	23

REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

(M) Federal Employer Tax Identification (TIN) Number .....	23
(M) Washington Uniform Business Identification (UBI) Number .....	23
4.3. (M) Business Description and Organization .....	24
(M) Business Identification.....	24
(M) Company Officers .....	24
(M) Legal Status .....	24
(M) Previous State Contracts .....	24
(M) Former Employee Status.....	25
(M) Sub-Contracting.....	25
(M) Contract Terminations .....	25
(M) Insurance .....	25
4.4. (O) OMWBE Certification .....	26
4.5. (O) Veteran Owned Business Costs.....	26
5. BUSINESS REFERENCES.....	27
5.1. (M) Vendor Must Provide Business References .....	27
6. QUALIFICATOINS AND EXPERIENCE.....	28
6.1. (M/S) Qualifications .....	28
6.1.1 (M/S) Vendor's Organization Chart .....	28
6.1.2 (M/S) Vendors Responsibilities and Qualifications .....	28
6.2. (M/S) Statement of Work Experience .....	28
6.2.1 (M/S) Service Duration .....	29
6.2.2 (M/S) Regulations and Rules.....	29
6.2.3 (M/S) Requirements.....	29
6.3. (M/S) Representative Meetings .....	30
6.4. (M/S) Reports.....	30
6.5. (M/S) Other Experience Requirements .....	30
6.6. (M/S) Implementation/Transition Plan .....	31
6.7. (M/S) Recent Experience Other Veterans Organizations .....	31
6.8. (M/S) Other Relevant Experience .....	31

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

6.10.	(M/S) List of Contracts .....	32
6.11.	(M/S) Change Management .....	32
6.12.	(M/S) Project Status Reports.....	32
6.13.	(M/S) Issue/Dispute Resolution .....	32
6.14.	(M/S) Risk Identification and Management .....	32
6.15.	(M/S) Escalation Plan.....	33
7.	<b>PROPOSED SOLUTION COSTS .....</b>	<b>34</b>
7.1.	Section Requirements.....	34
7.2.	Pricing Information.....	34
7.3.	(M/S) Identification of Costs .....	35
	(M) Additional Required Identification of Costs .....	36
	(M) Subcontractor Identification of Costs .....	36
7.4.	(M) Award Not Based On Price Alone .....	36
7.5.	(M) State Sales Tax .....	36
7.6.	(M) OMWBE COSTS .....	36
7.7.	(M) Veteran Owned Business Costs .....	37
7.8.	(M) Travel, Hotel Per-Diem Costs .....	37
7.9.	Scoring of Costs .....	37
8.	<b>BEST VALUE TO WDVA.....</b>	<b>38</b>
8.1.	(M/S) Best Value .....	38
8.2.	Scoring of Best Value .....	38
9.	<b>EVALUATION OF RESPONSES .....</b>	<b>39</b>
9.1.	RFQQ Evaluation .....	39
9.2.	Initial Determination of Responsiveness.....	39
9.3.	Pass/Fail Evaluations .....	39
9.4.	Evaluation Procedure.....	39
9.5.	Vendor Total Score .....	40
9.6.	Award Based on Multiple Factors.....	40
9.7.	Debriefing of Unsuccessful Vendors .....	40

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

9.8.	Resolution of Complaints and Protests .....	40
	Complaints .....	40
	Protests .....	40
	Form and Content .....	41
EXHIBIT A.	STATE CERTIFICATIONS AND ASSURANCES .....	42
EXHIBIT B.	VENDOR'S BUSINESS REFERENCES .....	43
EXHIBIT C.	SAMPLE CONTRACT .....	44
EXHIBIT D.	EXCEPTIONS TO SAMPLE CONTRACT .....	65
EXHIBIT E.	(M/S) COST PROPOSAL .....	66

### TABLE OF FIGURES

Figure 1: Most Requested Lab Tests Example .....	35
Figure 2: Scoring of Costs Example .....	37

### TABLE OF TABLES

Table 1: RFQQ Coordinator Contact Information .....	11
Table 2: Schedule for RFQQ Evaluation .....	12
Table 3: Best Value Scale .....	38
Table 4: Evaluation Criteria .....	39

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

### 1. INTRODUCTION

#### 1.1. Purpose

The Washington Department of Veterans Affairs (WDVA) is initiating this Request for Qualifications and Quotations (RFQQ) to solicit responses from qualified Vendors interested in providing Clinical Laboratory Services for residents of the Washington Veterans Home (Spokane), Washington Veterans Home (Retsil), Washington Veterans Home (Walla Walla), and the Washington Soldiers at the most favorable, competitive prices.

#### 1.2. Qualifications

Vendors not meeting the minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any proposal rejected as non-responsive will not be evaluated or scored.

Minimum Qualifications:

- Vendors must be licensed to do business in the state of Washington within 10-business days upon notification of contract award.
- Vendors must have at least three (3) years of experience in providing services required within this RFQQ.

#### 1.3. Funding

The WDVA contract that results from this procurement shall be on a "fee for service" basis, that is, Vendor shall bill Medicaid, Medicare and/or third party insurance payors for services rendered to the residents when eligible for laboratory services under those venues. Vendor will then bill the WDVA for services rendered to those residents not covered by Medicaid, Medicare or third party insurances. For the WDVA billing, the allowable fee for services rendered to residents not covered by third party insurers shall not exceed Medicare rates minus 20%, but may be less.

The estimated value of fee for services during the first period of performance from Medicare, Medicaid and third party insurance is \$1,800,000.00 and for payment by the WDVA is \$125,000.00. (Note: These figures are based on historical data and may or may not be indicative of projected service requirements, for informational purposes only.)

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

#### 1.4. Period of Performance

The period of performance of any contract resulting from this RFQQ is tentatively to start July 1, 2016, and end June 30, 2021. The WDVA reserves the right to extend the contract for two additional terms, the first for up to three years and the second for two years. Any Amendments extending the period of performance, if any, shall be at the sole discretion of the WDVA and must be accepted and executed no-later-than (NLT) 14 business days prior to the original expiration.

#### 1.5. Contracting with Current or Former State Employees

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Vendors should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

### 1.6. Definitions

**Apparent Successful Contractor** - The Vendor selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

**Business Days and Hours** - Shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the State of Washington.

**Confidential Information** - Shall mean information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes. Confidential Information may include, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit and debit card information, driver's license numbers, medical data, law enforcement records, source code or object code, security data, or any related payroll/labor data.

**Due Date** - The expected date and time to which the Vendors response is due at the WDVA office.

**Deliverable** - Shall mean milestone, individual item or work from a product or component part.

**Facility** - Shall mean the Washington Veterans Home and/or Washington Soldiers Home, hereinafter collectively and individually referred to as Facility.

**Laboratory** - Means a facility for the biological, microbiological, serological, chemical, immunohematological, hematological, biophysical, cytological, pathological, or other examination of materials derived from the human body for the purpose of providing information for the diagnosis, prevention, or treatment of any disease or impairment of, or the assessment of the health of, human beings. These examinations also include procedures to determine, measure, or otherwise describe the presence or absence of various substances or organisms in the body. Facilities only collecting or preparing specimens (or both) or only serving as a mailing service and not performing testing are not considered laboratories.

**Laboratory Service or Test** - Means any examination or analysis of materials derived from the human body for purposes of providing information for the diagnosis, prevention, or treatment of any disease or impairment of, or the assessment of, the health of human beings.

**Price** - Shall mean charges, costs, rates, and/or fees charged for the Products and Services under this RFQQ or, as the context requires, for similar products and services that vendor provides under other contracts, and shall be paid in United States dollars.

**Proprietary Information** - Shall mean information owned by Vendor to which Vendor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

**RCW** - Shall mean the Revised Code of Washington.

**Resident** - Shall mean the individuals who reside at a WDVA facility.

**Response** - A written formal offer to perform a contract to provide goods or services to the WDVA in response to an RFQQ or other acquisition process

**Request for Qualifications and Quotations (RFQQ)** - Formal procurement document in which a service or need is identified and qualifications to perform these services are sought along with experience and costs.



## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

**Services** - Include Purchased Services including maintenance and Support for Products and shall mean those Services provided by Vendor relating to the solicitation, deployment, development and/or implementation activities that are appropriate to the scope of this RFQQ.

**Specifications** - Shall mean the technical and other specifications set forth in the RFQQ, any attached exhibits, diagrams, specifications, etc. set forth in Vendor's Response.

**Stat Services** - Means any service requested to be performed after the regularly scheduled Monday through Saturday morning visit or at any time on Sunday and holidays.

**State** - Shall mean the state of Washington.

**SOW** - Shall mean Statement of Work.

**Subcontractor** - Shall mean one not in the employment of Vendor, who is performing all or part of the business activities under this RFQQ under a separate contract with Vendor. The term "Subcontractor" means Subcontractor(s) of any tier.

**Vendor** - Shall mean, an individual or company that submits a response in order to attain a contract with the WDVA. Or as the context requires, [Vendor], its employees and agents; any firm, provider, organization, individual, or other entity performing the business activities under this RFQQ; and any Subcontractor retained by Vendor as permitted under the terms of this RFQQ.

**Vendor Account Manager** - Shall mean a representative of Vendor who is assigned as the primary contact person whom the Purchaser Project Manager shall work with for the duration of the awarded Contract and as further defined in the section titled Vendor Account Manager.

**Vendor Contracting Officer** - Shall mean Vendor officer with signature authority, or the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this RFQQ, an authorized representative of Vendor Contracting Officer acting within the limits of his/her authority.

**WDVA** - The Washington State Department of Veteran Affairs (WDVA) is the agency of the state of Washington that is issuing this RFQQ.

**WDVA Contract Administrator** - Shall mean that person designated by Purchaser to administer this RFQQ on behalf of Purchaser.

**WDVA Contracting Officer** - Shall mean the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this RFQQ, an authorized representative of the Purchaser Contracting Officer acting within the limits of his/her authority.

**WDVA Project Manager** - shall mean the person designated by Purchaser who is assigned as the primary contact person whom Vendor's Account Manager shall work with for the duration of this RFQQ and as further defined in the section titled Purchaser Project Manager.

### 1.7. Washington Electronic Business Solution (WEBS)

Vendors are solely responsible for:

- Properly registering with the Department of Enterprise Service's WEBS at <http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx>
- Maintaining an accurate Vendor profile in WEBS

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

- Downloading the solicitation consisting of the RFQQ with all attachments and exhibits related to the solicitation you are interested in proposing; downloading all current and subsequent amendments to the solicitation

To ensure receipt of all solicitation documents, the RFQQ for this solicitation must be downloaded from WEBS. Notification of amendments to the solicitation will only be provided to those Vendors who have registered with WEBS and have downloaded the RFQQ from WEBS. Failure to do so may result in a potential Vendor having incomplete, inaccurate, or otherwise inadequate information, or a Vendor submitting an incomplete, inaccurate, or otherwise inadequate Response. Vendors and potential Vendors accept full responsibility and liability for failing to receive any amendments resulting from their failure to register with WEBS and download the RFQQ from WEBS, and hold the State of Washington harmless from all claims of injury or loss resulting from such failure.

### **1.8. ADA**

The WDVA complies with the Americans with Disabilities Act (ADA). Vendors may contact the RFQQ Coordinator to receive this Request for Qualifications and Quotations in Braille or on tape.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

### 2. INSTRUCTIONS FOR COMPLETING AND SUBMITTING RESPONSES

#### 2.1. RFQQ Coordinator

The RFQQ Coordinator is the sole point of contact in the WDVA for this procurement. All communication between the Vendor and the WDVA upon release of this RFQQ shall be with the RFQQ Coordinator, as follows:

Name	David Thatcher
Mailing Address	PO Box 41150, Olympia, WA 98504-1150
Street Address	Washington State Department of Veterans Affairs Attn: RFQQ Coordinator 1102 Quince Street S.E. Olympia, WA. 98501-1150
Phone Number	360-725-9844
Fax Number	360-725-2197
Email Address	davidth@dva.wa.gov

**Table 1: RFQQ Coordinator Contact Information**

Any other communication will be considered unofficial and non-binding on the WDVA. Vendors are to rely on written statements issued by the RFQQ Coordinator. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the Vendor.

#### 2.2. Mandatory Response Overview

Vendors must complete a response to each mandatory section. Responses may be disqualified for not completing RFQQ sections. Each mandatory item is noted with an (M).

#### 2.3. Estimated Schedule of Procurement Activities

The dates listed below represent the projected procurement schedule. The WDVA reserves the right to change the schedule. Notification of amendments to the procurement schedule prior to response due date will be sent electronically to all properly registered users of the Department of Enterprise Service's Washington Electronic Business Solution (WEBS) who downloaded this RFQQ from WEBS.

Changes to the Procurement Schedule after response Due Date may be communicated to all Vendors reflecting the change.

Specific schedule for RFQQ Evaluation:

Activity/Event	Date/Time
Issue RFQQ document (Available for download from <a href="http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx">http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx</a> )	April 21, 2016
Questions, comments or complaints due	4:00 PM PST, May 6, 2016

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

Amendment issued for answers to questions, if applicable (Vendors should begin checking the website for any amendments)	May 11, 2016
<b>Responses due (M)</b>	<b>4:00 PM PDT, May 23, 2016</b>
Evaluate Responses	May 26 - June 7, 2016
Announce "Apparent Successful Contractor" (ASC) and send notification via email to unsuccessful Vendors	NLT June 10, 2016
Timeline to Negotiate contract (Anticipated.) Award Results Posted on WEBS.	June 13 - June 30, 2016
Begin contract work (Proposed)	July 1, 2016

**Table 2: Schedule for RFQQ Evaluation**

### 2.4. Vendor's Communication Responsibilities

Vendors will be responsible for communicating to the RFQQ Coordinator any issues, exceptions, additions or omissions concerning the solicitation on or before the Response due date and time. Where requirements appear to prohibit or restrict your firm's participation, an explanation of the issue with suggested alternative language should be submitted in writing to the RFQQ Coordinator by the deadline for Questions, Comments, and Complaints consistent with Section 2.3 Estimated Schedule of Procurement Activities. The solicitation process may continue. If changes result, written amendments will be made by the RFQQ Coordinator and provided by posting them on WEBS as indicated above.

### 2.5. Revision to the RFQQ

In the event that it becomes necessary to revise any part of this RFQQ, notification of amendments to the procurement schedule prior to Response due date will be sent electronically to all properly registered users of the Department of Enterprise Service's Washington Electronic Business Solution (WEBS) who downloaded this RFQQ from WEBS.

The Vendor is instructed to disregard any oral representations it may have received. Response evaluation will be based on the material contained in the RFQQ and any amendments to the RFQQ that have been issued.

The WDVA reserves the right to revise the RFQQ and/or to issue amendment(s) to the RFQQ. For this purpose, the answers to any questions that may be submitted to the [RFQQ Coordinator](#), together with other pertinent information, shall be provided as an amendment to the RFQQ.

The WDVA also reserves the right to cancel or to reissue the RFQQ, in whole or in part, prior to the execution of a contract. In the event it becomes necessary to revise any part of the RFQQ, an amendment will be posted to WEBS prior to the due date.

If a conflict exists between amendments, or between an amendment and the RFQQ, the document issued last shall take precedence.

It is incumbent upon each potential Vendor to carefully examine these requirements, terms and conditions. Should any potential Vendor find discrepancies, omissions or ambiguities in this RFQQ, the Vendor shall at once request, in writing, an interpretation from the WDVA's RFQQ Coordinator. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information shall be made, in writing, (email transmissions) to the WDVA's RFQQ Coordinator, as specified in Section 2.1, RFQQ Coordinator on page 11.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

### 2.6. Right to Modify RFQQ Scope

The WDVA reserves the right to modify the scope of the RFQQ, including adding and deleting services throughout the procurement process. This will include adding or deleting specific services from the final procurement and resultant contract.

### 2.7. Proprietary Information

Clearly mark every page of any portion(s) of your response which contains proprietary information. You may not mark the entire Response as copyrighted, proprietary or confidential. Any response containing language which copyrights the response, declares the entire response to be confidential, or declares that the document is the exclusive property of the Vendor, will be disqualified and removed from consideration. If your response is successful and the WDVA receives a request to view or copy your response, the WDVA shall respond according to public disclosure procedures described in this RFQQ. However, if any information is marked as proprietary or confidential in your response, the WDVA shall not make that portion available without giving you an opportunity to seek a court order preventing disclosure. Your cost proposal is not proprietary.

### 2.8. Public Disclosure

Responses shall become the property of the WDVA. All Responses shall be deemed to be a public record as defined in RCW 42.56.001 to 42.56.903, "Public Records." Any Response containing language which copyrights the Response, declares the entire Response to be confidential, declares that the document is the exclusive property of the Vendor, or is in any way contrary to state public disclosure laws or this RFQQ will be declared non responsive and removed from consideration.

RFQQs are not disclosable prior to release to potential respondents.

With the exception of lists of prospective Vendors, the WDVA will not disclose RFQQ records until execution of the contract(s). At that time, all information about the competitive procurement is disclosable with the exception of:

- Proprietary/confidential portion(s) of the successful Response(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure.

The WDVA will charge for copying and shipping any copies of materials requested as outlined in Chapter 468-06-090 Washington Administrative Code (WAC). Address requests for copying or inspecting materials to the RFQQ Coordinator named in this RFQQ.

The WDVA will retain RFQQ records in accordance with Washington State and WDVA Records Retention Schedules.

Any information in the Response that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56.001 to 42.56.903 must be clearly designated. The particular exception from disclosure upon which the Vendor is making the claim and the RFQQ page it is found on must be identified. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The WDVA will consider a Vendor's request for exemption from disclosure; however, the WDVA will make a decision predicated upon Chapter 42.56 RCW and chapter 236-48-123 of the Washington Administrative Code. Marking the entire Response exempt from disclosure will not be honored and will be considered non-responsive and be disqualified for further consideration. The Vendor must be reasonable in designating information as confidential. If any information is marked as proprietary in the Response, such information

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

will not be made available until the affected Vendor has been given an opportunity to seek a court injunction against the requested disclosure.

### 2.9. Responsiveness

All responses will be reviewed by the RFQQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQQ. The Vendor is specifically notified that failure to comply with any part of the RFQQ may result in rejection of their response as non-responsive.

Vendor must respond to each question/requirement contained in this RFQQ that is designated Mandatory (**M**). Failure to comply with any applicable item may result in the Response being deemed non-responsive and disqualified.

The WDVA reserves the right to consider the actual level of Vendor's compliance with the requirements specified in this solicitation and to waive informalities in a Response. An informality is an immaterial variation from the exact requirements of the competitive solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to Vendors.

Each of the RFQQ requirements are numbered and titled. In each requirement title is a designation indicating how the Response will be evaluated:

For Mandatory requirements (**M**), the Response must always provide the information being required to be responsive. These will be scored on a **P/F** basis.

For Mandatory and Scored (**M/S**) items, the Response must always provide the information being required and indicate explicitly whether or not the Vendor's proposed services meet the requirement, and describe how the proposed services will accomplish each requirement as it relates to the service(s) proposed.

Anything marked Optional (**O**) is not required and is at the Vendor's discretion.

### 2.10. Acceptance Period

Responses must provide 90 days for acceptance by the WDVA from the due date for receipt of Responses. Responses providing less than ninety (90) days for acceptance by the WDVA from the due date set for receipt of Responses will be considered non-responsive and will be rejected.

Responses that do not address all areas requested by this RFQQ may be deemed non-responsive and may not be considered for a possible contract resulting from this RFQQ.

### 2.11. Receipt of Insufficient Competitive Responses

If the WDVA receives only one (1) responsive submission as a result of this RFQQ, the WDVA reserves the right to select and award the contract to the single Vendor.

### 2.12. Most Favorable Terms

The WDVA reserves the right to make an award without further discussion of the response submitted. Therefore, the Response should be submitted initially on the most favorable terms which the Vendor can propose. There will be no best and final offer procedure. The WDVA does reserve the right to contact a Vendor for clarification of its Response.

The Apparent Successful Contractor should be prepared to accept this RFQQ and any subsequent Amendments and their Response to be incorporated into the resulting Contract.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

from this RFQQ. Contract negotiations may incorporate some or all of the Vendor's response. It is understood that the Response will become a part of the official procurement file on this matter without obligation to the WDVA.

### **2.13. No Obligation to Contract**

This RFQQ does not obligate the state of Washington or the WDVA to contract for service(s) or product(s) specified herein. The WDVA also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract.

### **2.14. Cost to Submit**

The WDVA will not be liable for any costs incurred by the Vendor in preparation of a Response submitted in reply to this RFQQ, in the conduct of a presentation, in facilitating site visits or any other activities that may be related to responding to this RFQQ.

### **2.15. Rejections of Responses**

The WDVA will make the sole determination of clarity and completeness in the responses to any of the provisions in this RFQQ. The WDVA reserves the right to require clarification, additional information and materials in any form relative to any or all of the provisions or conditions of this RFQQ.

### **2.16. Non-Endorsement and Publicity**

In selecting a Vendor to supply an Enterprise Veterans Case Management System to the WDVA, the WDVA is not endorsing the Vendor's Products or Services, nor suggesting that they are the best or only solution to their needs.

No informational pamphlets, notices, press releases, research reports and/or similar public notices concerning this project, may be released by the Apparently Successful Vendor without obtaining prior written approval from the WDVA.

### **2.17. Waivers**

The WDVA reserves the right to waive specific terms and conditions contained in this RFQQ. It shall be understood by Vendors that the Response is predicated upon acceptance of all terms and conditions contained in this RFQQ, unless the Vendor has obtained such a waiver in writing from the WDVA prior to submission of the Response. Such a waiver, if granted, will be granted to all Vendors.

### **2.18. Payment Advances**

The Constitution of the State of Washington prohibits payments in advance for anticipation of receipt of goods or services. Vendors are paid after services and products are delivered and accepted.

### **2.19. Commitment of Funds**

The Director of the WDVA or delegate is the only individual who may legally commit the WDVA to the expenditures of funds for a contract resulting from this RFQQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

### 2.20. Electronic Payment

The Washington State Department of Enterprise Services (DES) maintains a central contractor registration file for Washington State agencies to use for processing contractor payments. This allows many contractors to receive payments by direct bank deposit. The successful Contractor shall register in the Statewide Payee Desk, prior to submitting a request for payment under the resulting Contract under this RFQQ.

To obtain registration materials go to <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. The form has two parts: Part 1 is the information required to meet the above registration condition. Part 2 allows the state to pay invoices electronically with direct deposit and is the state's most efficient method of payment and you are encouraged to sign up for this form of payment.

### 2.21. Worker's Compensation Coverage

The Vendor will, at all times, comply with all applicable workers' compensation, occupational disease and occupational health and safety laws, statutes and regulations to the full extent applicable. Neither the state of Washington nor the WDVA will be held responsible in any way, for claims filed by the Vendor or their employees for service(s) performed under the terms of the contract awarded from this RFQQ.

### 2.22. Minority and Women-Owned Business Participation (O)

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participation in all of its Contracts by Minority and Women Owned Business Enterprise (MWBE) firms either self-identified or certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community.

Participation may be either on a direct basis in response to this Solicitation or as a Subcontractor to a Contractor. However, unless required by federal statutes, regulations, grants, or Contract terms referenced in the original Solicitation, no preference will be included in the evaluation of Responses, no minimum level of OMWBE participation shall be required as condition for receiving an award, and Responses will not be evaluated, rejected or considered non-responsive on that basis.

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the original Solicitation will apply. Vendors may contact Office of Minority and Women's Owned Business Enterprises (OMWBE) to obtain information on certified firms for potential sub-contracting arrangements. Nothing in this section is intended to prevent or discourage Vendors from inviting others from participation from non-MWBE firms as well as MWBE firms.

Vendors who are MWBE or intend to use MWBE Subcontractors are encouraged to identify the participating firm.

For this type of project the established annual procurement participation goals for MBE is 10% and for WBE, 4%. These goals are voluntary. For information on certified firms, Vendors may contact OMWBE at 360-753-9693 or <http://www.omwbe.wa.gov>.

### 2.23. Veteran-Owned Business Participation (O)

In accordance with Executive Order 13-01, the Governor of the state of Washington encourages participation in all of its contracts by firms certified by the Washington State Department of Veterans Affairs under 43.60A RCW.



## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

Participation may either be on a direct basis in response to this solicitation or on a Subcontractor basis. Prime contractors are encouraged to include goals for participation by veteran-owned businesses. However, no preference will be included in the evaluation of Responses, no minimum level of Veteran Owned Business participation shall be required as a condition for receiving an award and Responses will not be rejected or considered non-responsive on that basis.

Nothing in this section is intended to prevent or discourage Vendors from inviting others for participation from non-veteran owned firms as well as veteran-owned firms.

Vendors who are Veteran Owned Businesses or intend to use Veteran Owned Business Subcontractors are encouraged to identify the participating firm.

The established annual procurement participation goal is 5 percent. This goal is voluntary. Vendors may contact the WDVA at 1-800-562-0132 option '1' or visit [www.dva.wa.gov](http://www.dva.wa.gov) to obtain information on certified firms.

### **2.24. Insurance Coverage**

The Vendor is to furnish the WDVA with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Vendor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of an awarded contract. The Vendor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the WDVA within fifteen (15) days of the contract effective date.

### **Liability Insurance**

#### **Commercial General Liability Insurance**

Contractor shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

#### **Medical Professional Liability**

As applicable, the Contractor shall maintain Medical Professional Liability with a limit not less than \$2,000,000 or more per each occurrence (If written on a "Claims Made" basis, the Contractor agrees to keep coverage in force for a minimum of three years following the termination of this contract.)

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

### Business Auto Policy

As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

### Employers Liability ("Stop Gap") Insurance

In addition, the Contractor shall buy employer's liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

### Additional Provisions

Above insurance policy shall include the following provisions:

#### Additional Insured

The state of Washington, Washington State Department of Veterans Affairs, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

#### Cancellation

State of Washington, Washington State Department of Veterans Affairs, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

#### Identification

Policy must reference the State's contract number and the AGENCY name.

#### Insurance Carrier Rating

All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the WDVA, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

### Excess Coverage

By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the state in this contract.

### **2.25. Site Security**

While on Purchaser's premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations.

### **3. MANDATORY RESPONSE INSTRUCTIONS**

#### **3.1. Response Requirements**

The electronic response must be on eight and one-half by eleven inch (8 ½" x 11") plain white paper with each major section of the Response separated by a blank page or tab. Font shall be an English legible regular business font style and size 12.

The six major sections (M) of the Response are to be submitted in the order noted below:

1. Letter of Submittal (signed) including signed Certifications and Assurances (Exhibit A), with Exceptions to the Sample Contract (Exhibit D) attached
2. Financial and Vendor Business Requirements (Section 4)
3. Business References (Section 5) using Exhibit B, must be signed
4. Qualifications and Experience (Section 6)
5. Best Value (Section 8)
6. Cost Response (Section 7) using Exhibit E

Responses must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Response, but should assist the Vendor in preparing a thorough response.

Items in sections marked "mandatory" must be included as part of the response for the response to be considered responsive, however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

#### **3.2. Signatures**

The Submittal Letter, Exhibit A, State Certifications and Assurances, and Exhibit B, Vendor's Business References, on page 43, must be signed (in blue ink) and dated by a person authorized to legally bind the Vendor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. All required original signatures must be in blue ink only.

#### **3.3. (M) Letter of Submittal**

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A in this RFQQ) must be signed (in blue ink) and dated by a person authorized to legally bind the Vendor to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship. Attach the Certifications and Assurances form to the Letter of Submittal. Along with introductory remarks, the Letter of Submittal is to include by attachment, if necessary, the following information about the Vendor and any proposed subcontractors:

##### **(M) Company Information**

State the name of the company, address, phone number, fax number, email address, legal status of entity (ownership), number of business locations and year entity was established as it now substantially exists, principal place of business, the legal entity or individual with whom contract would be written.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

### **(M) Principals**

Name, address, email, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)

### **(M) Legal Status**

Legal status of the Vendor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.

### **(M) Tax Identifier**

Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Vendor does not have a UBI number, the Vendor must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.

### **(M) Vendor Location**

Location of the facility from which the Vendor would operate.

### **(M) State and Former State Employees as Board Members**

Identify any State employees or former State employees employed on the firm's governing board as of the date of the Response. Include their position and responsibilities within the Vendor's organization. If following a review of this information it is determined by the WDVA that a conflict of interest exists, the Vendor may be disqualified from further consideration for the award of a contract.

### **(M) Minimum Qualifications**

Describe briefly how your firm meets each minimum qualification in Section 1.2 on page 7.

### **(M) Authorized Representative**

Identify an Authorized Representative who will be the principal point of contact for the WDVA for the duration of this RFQQ process.

### **3.4. (M) Statewide Vendor Status**

Each Vendor must indicate in the submittal letter and as a condition of contract award that they will register with the Washington State Department of Enterprise Services (DES) as a statewide Vendor within ten (10) business days of notification of contract award.

### **3.5. (M) Submission of Responses**

To be responsive Vendors must have Response received by the RFQQ Coordinator no later than May 23, 2016, 4:00 PM Pacific Daylight Time, Olympia, WA, USA.

To be considered responsive to the RFQQ due date, vendor is to submit Response electronically as an attachment to an email to the RFQQ Coordinator, at the email address listed in Section 2.1, RFQQ Coordinator on page 11.

Attachments to email shall be in Microsoft Word 2003 or newer format, Excel 2003 or newer format or PDF (except where noted that it must be a specific format). Zipped files are not acceptable for submission of responses. File submission is limited to 25MB for incoming emails.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

The cover submittal letter and the Certifications and Assurances form must have a scanned original (in blue ink) signature of the individual within the organization authorized to bind the Vendor to the offer. The WDVA does not assume responsibility for problems with Vendor's email. If the WDVA's email is not working, appropriate allowances will be made. The RFQQ Coordinator shall send an email notice acknowledging receipt of each Vendor's Response. The date and time of the electronic submittal is controlling and the submission must be complete at this time.

In addition, two (2) hard copies with original (in blue ink) signatures must be sent to the physical address identified in Section 2.1 on page 11. The envelope or package should be clearly marked to the attention of the RFQQ Coordinator. Hard copies shall be received within five (5) working days of submitting the electronic response. If not received within this timeframe, Vendor may be non-responsive. The method of delivery (i.e., FedEx, USPS, UPS, etc.) of the hard copies shall be at Vendor's discretion and it shall be at Vendor's sole risk to assure delivery at the designated office. The WDVA assumes no responsibility for delays caused by any delivery service.

Responses may not be transmitted using facsimile transmission. Electronic and hard copies received late or not completed in accordance with the may not be accepted and may be automatically disqualified from further consideration. All responses and any accompanying documentation will not be returned as they become the property of the WDVA.

Responses must be legible and completed in ink or with electronic printer or other similar office equipment, and properly signed by an authorized representative of the Vendor. Responses must be submitted in the format described in the solicitation. All changes and/or erasures shall be initialed in ink. Unsigned Responses will be rejected unless satisfactory evidence was submitted clearly establishing the Vendor's desire and intent to be bound by the Response, such as a signed cover letter. Incomplete or illegible Responses may be rejected.

Note: Vendors are encouraged to use double-sided printing and recyclable materials. Vendors are highly encouraged to refrain from submitting hard copy Responses in 3-ring binders, spiral bindings, and/or other non-recyclable presentation folders.

### **3.6. (M) Contract and General Terms and Conditions**

The Apparent Successful Contractor will be expected to enter into a contract, which is substantially similar to the sample contract and its general terms and conditions attached as Exhibit C, Sample contract, on page 44. The WDVA will issue only one contract to service all four Facilities. Vendor is to ensure that they can service all four Facilities. In no event is a Vendor to submit its own standard contract terms and conditions in response to this solicitation. The Vendor may submit exceptions as allowed in Exhibit A, State Certifications and Assurances, to this solicitation.

All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, State Certifications and Assurances form. Vendor shall use Exhibit D, Exceptions to Sample Contract, on page 65, to identify all exceptions. The WDVA will review requested exceptions and accept or reject the same at its sole discretion. Usually only minor modifications and/or additions will be open to negotiation; however, due to the nature of services being provided we may consider/negotiate additional industry standard terms and conditions that would be offered by the Vendor for inclusion in the contract.

**4. (M) FINANCIAL AND VENDOR BUSINESS REQUIREMENTS**

**4.1. Section Requirements**

All items identified in Section 4 are mandatory **(M)**. Vendors must provide all information requested in Section 4. Responses that do not provide all of the requested information and do not follow the required format shall be disqualified. The section numbers and titles must be restated in Vendor's Response.

**4.2. (M) Vendor Financial Information**

The Vendor must provide all information requested in the exact order specified below. This section is scored on a pass/fail basis. Failure to respond to any mandatory requirements will be viewed as non-responsive and the Response may be disqualified.

**(M) Financial Statements**

The Vendor must provide the last three (3) years of comparative financial statements or annual reports with the name, address and telephone number of a contact in the company's principal financing or banking organization.

**(M) Alternatives for Non-Public Corporations**

If the Vendor is not a publicly held corporation, it must comply with this section by providing the following information:

**(M) Business Description**

Describe the proposing organization, including size, longevity, client base, areas of specialization and expertise and any other pertinent information in such a manner that would enable Response evaluators will determine the stability and financial strength of the organization.

**(M) Banking Reference**

Provide a reference from the company's current bank.

Provide a credit rating report and name the rating service. The credit rating report must identify the credit rating score.

**(M) Federal Employer Tax Identification (TIN) Number**

The Vendor must provide its Vendor's Federal Employer Tax Identification number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.

**(M) Washington Uniform Business Identification (UBI) Number**

The Vendor must provide its UBI number. A UBI number is a nine-digit number that registers you with several state agencies and allows you to do business in Washington State. A UBI number is sometimes called a tax registration number, a business registration number, and a business license number. Please visit the Washington State Department of Revenue's website below for more information on business registration requirements.

<http://dor.wa.gov/Content/DoingBusiness/RegisterMyBusiness/Default.asp>

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

If you do not have a UBI number, you must indicate in your response to this section “<Vendor Name> confirms that we will register for a UBI number within thirty (30) business days of notification of contract award”.

### 4.3. (M) Business Description and Organization

The Vendor must provide all information requested.

#### (M) Business Identification

The Vendor must provide an overview of the Vendor, including but not limited to the following:

##### Vendor's Identification

Vendor's name and address and main business location

##### Location

State the location of the facility from which the Vendor would operate, the telephone, fax and email address

##### Start-Up Date

Vendor's start-up date, a minimum of three (3) years' experience performing this type of work is required.

##### Vendor's Expertise, Skills, Clients and Services

Summary of Vendor's pertinent expertise, skills, client base and services that are available for this project

#### (M) Company Officers

The Vendor must provide the names, addresses and telephone numbers of principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).

State the name, the title or position, address, email address, fax and telephone numbers of the individual who would have primary responsibility for the project resulting from this RFQQ. Disclose who within the Vendor organization will have prime responsibility and final authority for the work under the proposed contract. Name other individuals providing service on the project.

#### (M) Legal Status

The Vendor must specify the legal status of the Vendor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business, as the entity now exists.

#### (M) Previous State Contracts

If the Vendor or any party named previously contracted with the State of Washington during the past 24 months, the Vendor must indicate the name of the State agency, the contract number and describe the work and/or provide other information available to identify the contract.



## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

### (M) Former Employee Status

If any employee of the Vendor or Subcontractor was an employee of the State of Washington during the past 24 months, or is now an employee of the State of Washington, the Vendor must identify the individual by name, State agency previously or currently employed by, job title or position held, and separation date.

### (M) Sub-Contracting

If any functions will be performed by a subcontractor (any person not in the full time employ of the Vendor or consulting Vendor and who will act as primary Vendor in providing the external consulting services), the subcontractors' resume(s) will display the word "**SUB-CONTRACTOR**" in bold letters clearly printed across the top of the first page. In addition, supply the subcontractor's response to the information requested in Sections 4.1 and 4.2.

### (M) Contract Terminations

If the Vendor or any of their subcontractor(s) has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined, as notice to stop performance due to the Vendor's non-performance or poor performance and the issue of performance was either not litigated due to inaction on the part of the Vendor, or (b) litigated and such litigation determined that the Vendor was in default.

Submit full details of the terms for default. Identify the other party, its name, address, and telephone number. Present the Vendor's position on the matter. The WDVA will evaluate the facts and may, at its sole discretion, reject the Response on the grounds of the past experience.

If the Vendor or any of their subcontractor(s) has experienced no such termination for default in the past five (5) years, indicate accordingly.

### (M) Insurance

#### (M) Proof of Insurance

Each Vendor must indicate in the submittal letter and as a condition of contract award, that they will provide proof of insurance from the Vendor's insurance carrier, outlining the extent of the Vendor's liability coverage.

The Vendor shall, at its own expense, obtain and keep in force liability insurance during the term of the contract. The Vendor shall furnish evidence to the WDVA within fifteen (15) days of receipt of notice of award, in the form of a Certificate of Insurance that insurance will be provided.

#### (M) Liability Insurance

The Vendor shall at all times during the term of the contract carry and maintain insurance as defined herein. The Vendor must state that they currently hold insurance that meets or exceeds the limits set forth in the sample contract or they agree to acquire the necessary insurance within fourteen (14) working days of contract execution.

#### (M) Additional Provisions

The required insurance policies shall include the following provisions:

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

### **4.3.1.1.1. Additional Insured**

The State of Washington and all authorized contract users shall be specifically named as an additional insured on all policies. All policies shall be primary over any other valid and collectable insurance.

### **4.3.1.1.2. Material Changes**

A forty-five (45) calendar day written notice shall be given to the State prior to termination of or any material change to the policy (ies) as it relates to this contract, provided that thirty (30) calendar days written notice shall be given for surplus line insurance cancellation for nonpayment of premiums. Such notice shall not be less than ten (10) calendar days prior to such date.

### **4.3.1.1.3. Identification**

Policy must reference the State's contract number and name the WDVA.

### **4.3.1.1.4. Insurance Carrier Rating**

An insurance company authorized to do business within the state of Washington shall issue the insurance required above. Insurance is to be placed with a carrier that has a Best's rating of A- or higher. The risk manager for the state of Washington must approve any exception.

### **4.3.1.1.5. Excess Coverage**

The limits of all insurance required to be provided the Vendor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Vendor from liability in excess of such limits.

## **4.4. (O) OMWBE Certification**

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

## **4.5. (O) Veteran Owned Business Costs**

Include proof of certification by the Washington State Department of Veterans Affairs under 43.60A RCW, if certified Veteran Owned Business(s) will be participating on this project.

**5. BUSINESS REFERENCES**

**5.1. (M) Vendor Must Provide Business References**

The Vendor must supply names, addresses and telephone numbers of a minimum of three (3) satisfied customers from governmental agencies for which the Vendor has provided similar work within the last three (3) years. Include a brief description of the services provided. All customer references should be of comparable services as the services provided to the WDVA. The Vendor must grant permission to WDVA to independently contact the references at WDVA's convenience. Do not include current WDVA staff as references. Exhibit B on page 43 provides a worksheet that must be completed and signed for each of the references.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

### 6. QUALIFICATOINS AND EXPERIENCE

The State of Washington Department of Veterans Affairs (WDVA) is seeking responses to provide Clinical Laboratory Services to the WDVA's Veterans Homes. Vendors must answer all sub-sections in this section, the responses of which are also subject to scoring.

#### 6.1. (M/S) Qualifications

##### 6.1.1 (M/S) Vendor's Organization Chart

Provide an organizational chart indicating lines of authority for personnel, who will be involved in the performance of this potential contract, and indicate other work responsibilities beyond this contract that would be required of the assigned staff. This chart must also show lines of authority to the next senior level of management and identify the WDVA personnel the vendor deems necessary in order to be successful.

##### 6.1.2 (M/S) Vendors Responsibilities and Qualifications

Identify responsibilities and roles of the staff that will be assigned to this project to include any required involvement of WDVA staff or other stakeholders.

###### 6.1.2.1 (M/S) Roles and Responsibilities

The Vendor must identify responsibilities and roles of the staff that will be assigned to provide services. Include qualifications and training of personnel servicing this contract and any required involvement of WDVA staff.

###### 6.1.2.2 (M/S) Business Certifications/License

The Vendor must provide a current copy of certifications / licenses pertaining to their operating in these services.

###### 6.1.2.3 (M/S) Compliance with Accepted Professional Principles

The Vendor must address how they plan to comply with accepted professional principles and applicable local, state and federal laws and regulations during the term of the awarded contract.

###### 6.1.2.4 (M/S) License to Provide Services

Provide a copy of Vendor's license to provide laboratory services in the state of Washington.

###### 6.1.2.5 (M/S) Medicare and Medicaid eligibility

Provide documentation of eligibility to bill or have billed on Vendor's behalf services provided to Medicare and Medicaid beneficiaries.

#### 6.2. (M/S) Statement of Work Experience

The Vendor response to this section shall address in summary form how they will meet the following. A simple "Yes/No" or "We agree" is not an appropriate response in this section, nor is a voluminous response

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

### 6.2.1 (M/S) Service Duration

Describe how Vendor will provide Washington Veterans Home, Washington Soldiers Home and Spokane Veterans Home, and Walla Walla Veterans Home, hereinafter collectively and individually referred to as Facility, with the full range of clinical laboratory testing for 24 hours per day, seven days a week, and 365 days a year.

STAT Pick up: Nursing will draw and there will be no charge for pick-up; will need 24/7 courier pick up. The WDVA's expectation is that pickup would occur within 1-2 hours of the request and that there shall be a rapid turnaround time on results – within hours.

Will Call Pick up: If nursing draws - No Charge

M- F call up to 6 pm

Sat call up to 3:30 pm

Sun no routine pick ups

STAT labs: Vendor draws- must be called in by 2 pm; \$X.XX per patient

The Vendor shall also supply phlebotomy and courier services with no mileage or transportation costs charged.

### 6.2.2 (M/S) Regulations and Rules

Describe how Vendor will provide services in accordance with applicable requirements of WDVA, the Facility, Federal, State and local laws, regulations and rules, and third party reimbursement sources (i.e., Medicare, Medicaid, insurance plans).

### 6.2.3 (M/S) Requirements

The Vendor shall provide the following:

- a. (M) Supplies necessary for specimen collection at each facility and transportation of specimens for testing.
- b. (M/S) Describe all expendable laboratory supplies to be provided, at no charge to the Facility. These supplies should include but are not limited to blood tubes, needles, culture swabs, and lab order forms etc. Provide a toll free contact for ordering necessary laboratory supplies and forms or an on-line order method via a URL.
- c. (M/S) Describe any installation and maintenance of equipment necessary to report results (at Facilities) to include connectivity and supplies, at no charge to the WDVA, if any. The WDVA's expectation is that if the Vendor supplies equipment, they shall provide supplies and maintain printers, or other electronic reporting equipment (at its own expense and cost), at each site for the daily transmission of lab results, as required.
- d. (M/S) Describe billing procedures to Medicare, Medicaid and all other third party reimbursement sources and private pay residents for services including specimen collection, clinical laboratory testing and any other resident services provided under the contract in accordance with applicable requirements of federal and state laws, regulations and rules for those residents not covered by Medicare Part B.
- e. (M) Provide basic office supplies (i.e., pens, clip boards, fax machine) for Vendor staff.
- f. (M) Provide laboratory requisitions, Medicare waiver forms and other billing supplies necessary to provide services under the contract.
- g. (M/S) Describe process for obtaining resident signatures on Medicare waiver forms for non-covered services, if required.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

- h. (M/S) Identify a Team Leader for each Facility.
- i. (M/S) Provide certification that Vendor employees providing services under the awarded contract will have undergone criminal background checks.
- j. (M/S) Provide annual Tuberculosis screening via PPD skin testing on Vendor employees providing services under the awarded contract.
- k. (M/S) Provide a convenient location or locations for residents for whom an off-facility location is better suited. The WDVA prefers a site located close to the Facility.

### 6.3. (M/S) Representative Meetings

Provide toll free customer service and timely responses to questions and concerns. Vendor's Local Manager/Regional Service Representative shall meet periodically with Facility clinical and administrative staff to review general operations and performance. Meetings shall be scheduled as requested by the Facility Project Manager and occur not more often than quarterly to assess service and address any questions/concerns.

### 6.4. (M/S) Reports

Vendor shall produce the following written reports or other written documents as indicated below:

- a. (M/S) Provide a utilization management report that will be provided by the 10th calendar day of each month detailing services provided during the previous month.
- b. (M) Written reports required under the contract must be delivered to the respective Facility Project Manager, in accordance with the schedule designated.
- c. (M/S) Describe process of timely reporting of test results. The expectation is that routine lab test results are reported the same day. Reporting requirements for Stat/ Emergency tests are described above. Reporting Results: Vendors shall describe the method(s) and time frames for reporting lab test results to each Facility. Include information on reporting for Stat / Emergency tests.
- d. (M/S) Describe back up procedures to deliver reports in a timely manner by other means, such as hard copies delivered when specimens are picked up, should the primary method for reporting fail.
- e. (M/S) Outline parameters and procedures for reporting urgent or very abnormal results that exceed predefined criteria established by the Vendor.
- f. (M) The Vendor shall immediately notify the Contract Administrator in the event of a complaint against a licensed professional or the loss or suspension of a license, etc.

### 6.5. (M/S) Other Experience Requirements

- a. (M/S) Provide a narrative that illustrates the Vendor's understanding of the State's requirements and timeframe.
- b. (M/S) Provide a narrative that illustrates how the Vendor will complete the scope of services and accomplish required objectives.
- c. (M/S) Provide a narrative that illustrates how the Vendor will manage the transition, if required, ensuring completion of the scope of services, and accomplishment of required service objectives.
- d. (M/S) Provide a narrative that describes Vendor's experience in providing laboratory services in a long-term care facility.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

- e. (M/S) Provide a narrative that describes Vendor's quality assurance processes as they relate to the services requested in this RFQQ.
- f. (M/S) Provide a narrative that illustrates how the Vendor will manage stat services.
- g. (M/S) Provide a narrative that illustrates how the Vendor will communicate with WDVA staff and physicians.
- h. (M/S) Provide a narrative that describes the infection control and other reports that the Vendor would provide electronically to the Facility and a copy of the report forms the Vendor will utilize.
- i. (M/S) Provide a narrative that describes the electronic means of communication and/or documentation that Vendor will utilize to accomplish the services requested in this RFQQ.
- j. (M/S) Describe the daily specimen pickup service to be offered. Response times for Stat Emergency pickup service shall also be described.
- k. (M/S) Identify the locations and hours of operation for Facility blood draws.
- l. (M/S) Describe any no cost in-service training offered Facility staff under this contract. This should include the training location, number of hours offered and number of Facility staff that can receive training in each contract year.

### **6.6. (M/S) Implementation/Transition Plan**

(M/S) Provide a narrative that describes the transition process the Vendor will utilize.

Upon contract award, the successful vendor must provide a detailed implementation work plan within 10 days of contract award.

Vendors agree to provide implementation/transition plans in formats compatible with the WDVA project management tool: Microsoft Office Project 2003.

### **6.7. (M/S) Recent Experience Other Veterans Organizations**

Describe your firm's experience with providing services similar to the WDVA's services for another state veteran's agency and/or the federal veteran's agency. If not, so state.

### **6.8. (M/S) Other Relevant Experience**

The Vendor must provide a brief statement for three (3) relevant experiences in the past 24 months in providing Clinical Laboratory Services that indicates the qualifications of the Vendor, and any subcontractors, for the performance of the potential contract as presented in this RFQQ. The Vendor must demonstrate substantial experience in providing these services in sufficient detail to demonstrate to WDVA their capability in delivering.

### **6.9. (M/S) Vendor Invoices to the WDVA**

The Vendor must describe the invoicing/billing process to be used for billing the WDVA (No invoices should be sent to the resident if the draw/ pick up is from the home; any items not billed to insurance companies should be included on the Facility invoice.); including when issued and when payment is due that will be utilized for WDVA if awarded a contract. Vendor must identify any payment discounts for timely payment processing. At a minimum, each invoice must include:

- Type of Treatment or product provided
- To whom treatment or product was provided to

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

- Cost of said treatment
- Date Treatment was provided
- Copy of any and all insurance remittances related to services and/or supplies provided to WDVA under the contract
- Vendor Contact name and phone number for questions or concerns
- If an invoice shows an outstanding amount from the previous invoice the detail needs to be included in the following invoices until they are cleared

The Vendor must provide steps to be followed for invoicing/billing issues, questions and/or concerns. If there are copayments due, an invoice shall be sent to the facility along with a copy of the EOB.

Insurance information shall be provided weekly by email by the WDVA's accounts receivable team.

### **6.10. (M/S) List of Contracts**

Include a list of contracts the Vendor has had during the last three years that relate to the Vendor's ability to perform the services needed under this RFQQ.

### **6.11. (M/S) Change Management**

The Vendor must describe in detail their approach to Change Management and explain its benefits to WDVA in order to control and mitigate any changes in service requirements. Vendor should supply an example of change management documentation with their Response.

The Vendor and the WDVA will jointly establish a change management process.

### **6.12. (M/S) Project Status Reports**

Describe how Vendor will provide weekly status reports each Friday indicating progress against the implementation/transition plan and any issues to be addressed as required by the WDVA Project Manager.

### **6.13. (M/S) Issue/Dispute Resolution**

The Vendor and the WDVA will jointly establish an issue resolution and communication process.

As a part of their Response, each Vendor must describe their proposed issue/dispute resolution process.

Vendor's approach to issue resolution must describe in detail how an issue is tracked, prioritized, escalated, and resolved in a timely manner. It is expected that once an issue is discovered, discussed and evaluated, a resolution plan will be in place within five (5) days. Vendor must include examples of forms or documents used to manage Issue Resolution.

### **6.14. (M/S) Risk Identification and Management**

As part of managing the services, the Vendor is responsible for planning and implementing a methodology for risk management.

Vendor must describe its risk management approach and methodology for the services. In the description, vendors must identify potential risks and steps that might be taken to mitigate those risks.



## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

The Vendor must include examples of forms or documents used in the development of a risk assessment and mitigation plan.

### **6.15. (M/S) Escalation Plan**

Vendor shall describe escalation procedures to ensure that the proper level of attention and resources are directed towards resolution of service problems in a timely manner. The escalation procedures shall indicate the steps to be taken in response to a problem report, the contact information and title of Vendor's employee(s) responding at each level and the elapsed time before the next level of response is invoked.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

### 7. PROPOSED SOLUTION COSTS

#### 7.1. Section Requirements

Vendor must provide all required information specified in this RFQQ. Responses that do not provide all of the requested information and do not follow the required format shall be disqualified. Items marked “(M)” are mandatory and must be included as part of the Response for the Response to be considered responsive. A response of “not applicable” is a valid response.

#### 7.2. Pricing Information

This procurement will involve reimbursement services for clinical laboratory testing. The lowest priced Vendor will not necessarily be the winner of this procurement.

The quoted prices for lab services shall be valid for the WDVA's complete contract period of five years, which matches the fiscal year, July 1 through June 30. Increases to prices will only be considered during contract renewal and remain valid for the renewal periods as identified, once mutually agreed. However, the WDVA reserves the right to re-bid if it does not want to accept price increases at any renewal opportunity.

The table below shows the WDVA's most requested tests by Facility and the number of each test ordered from June 1, 2014 through February 29, 2016 (21 months.) This data is provided for information purposes only, as this does not mean they do not request other tests, but this is the most frequent tests requested by each Facility. The estimated total of tests performed for the period (21 months) outlined above are 13,121.

Test Description	CPT #	Orting	Spokane	Retsil	Walla Walla
BLOOD DRAWING FEE	36415	1042	1018	2457	TBD
BASIC METABOLIC PANEL+ CALCULATIONS	80048	205	81	720	TBD
ELECTROLYTES PANEL	80051	0	11	0	TBD
COMPREHENSIVE METABOLIC PNL W CALC	80053	423	120	811	TBD
HDL/LIPID PROFILE	80061	177	100	231	TBD
RENAL FUNCTION PANEL	80069	2	31	3	TBD
HEPATIC FUNCTION PANEL	80076	25	5	37	TBD
DIGOXIN	80162	21	4	26	TBD
VALPROIC ACID (DEPAKENE)	80164	23	2	107	TBD
KEPPRA	80177	12	0	3	TBD
PHENYTOIN (SPH)	80185	0	2	33	TBD
VANCOMYCIN	80202	10	34	5	TBD
URINALYSIS WITH MICRO	81001	196	37	358	TBD
URINE DIP STICK	81003	22	0	2	TBD
ALBUMIN (SERUM) (SPH)	82040	6	0	20	TBD
AMMONIA (SPH)	82140	8	5	60	TBD
BILIRUBIN, DIRECT	82248	28	0	3	TBD
FECAL IMMUNOCHEMICAL TEST (FIT) FOR OCCULT BLOOD	82274	1	92	0	TBD
VITAMIN D, 25-HYDROXY	82306	24	20	110	TBD
CREATININE	82565	7	51	24	TBD
B 12 ASSAY	82607	17	3	140	TBD
FERRITIN	82728	18	4	100	TBD

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

FOLATE (SPH)	82746	8	3	46	TBD
GLYCOHEMOGLOBIN(STJ)	83036	192	11	255	TBD
IRON, TOTAL	83540	13	13	154	TBD
IRON BINDING CAPACITY	83550	11	4	0	TBD
MAGNESIUM (SERUM)	83735	17	8	160	TBD
B-TYPE NATRIURETIC PEPTIDE	83880	8	3	68	TBD
POTASSIUM	84132	5	2	38	TBD
PROSTATIC SPECIFIC AG	84153	34	5	52	TBD
T4 BY ICMA	84436	5	2	6	TBD
FREE T-4	84439	24	4	86	TBD
TSH	84443	162	59	425	TBD
DIBC, TRANSFERRIN	84466	0	0	107	TBD
URIC ACID	84550	24	8	30	TBD
REFERRAL TEST (HARRISON HSP)	84999	0	0	155	TBD
HEMATOCRIT	85014	22	1	41	TBD
HEMOGLOBIN	85018	24	1	42	TBD
CBC WITH PLT + DIFF	85025	460	218	647	TBD
HEMOGRAM WITH PLATELET, AUTOMATED	85027	71	0	658	TBD
RETICULOCYTE COUNT, AUTOMATED	85046	0	1	48	TBD
PRO TIME	85610	2	488	23	TBD
SED RATE	85651	59	0	73	TBD
CULTURE- FECES	87045	11	0	5	TBD
CULTURE, STOOL ID	87046	11	0	5	TBD
CULTURE, WOUND (AEROBIC)	87070	17	7	75	TBD
VITEK ID (WITH MIC)	87076	65	0	0	TBD
BILL ONLY ORGANISM ID, NON-URINE (SPH)	87077	6	9	259	TBD
CULTURE, URINE COLONY COUNT	87086	185	39	400	TBD
URINE ORG ID 1, REFLEX TEST	87088	0	35	7	TBD
ORGANISM GROUPING	87147	0	0	113	TBD
BACTERIAL SENSITIVITY-MIC	87186	126	34	272	TBD
SMEAR, STAIN & INTERP	87205	23	7	72	TBD
CLOSTIDIUM DIFFICILE CYTOTOXIN ASSAY	87230	0	10	0	TBD
INFLUENZA A & B ANTIGEN, EIA	87400	0	17	0	TBD
C. DIFFICILE BY PCR	87493	30	1	49	TBD
CAAGAB, ANTIGEN	87899	11	0	0	TBD
FECAL LEUKOCYTE STAIN	89055	11	0	1	TBD
STAT FEE	99058	18	80	61	TBD
NON BILLABLE ITEM	99999	0	82	61	TBD
TRIP FEE	P9604	1030	1010	2438	TBD

**Figure 1: Most Requested Lab Tests Example**

### 7.3. (M/S) Identification of Costs

In this section of the Response, the Vendor is to identify all costs to perform the tasks necessary to accomplish the requirements of the RFQQ. There are many requirements that must be addressed. The Vendor is to submit detail costs to provide the required services in Section 6 under this RFQQ.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

Pricing: Vendors shall provide costs within a price schedule (Exhibit E), valid for a five year period, preferably valid for the WDVA's fiscal year July 1 through June 30.

The beds available at each Facility are provided for information and planning.

Spokane: 100 beds.

Orting: 140 beds.

Retsil: 240 beds.

Walla Walla: 80 beds.

The price schedule must include the WDVA's most requested procedures (please refer to section 7.2 above), separated out from the pricing for all other less commonly requested tests. Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the contract. The Vendor is to submit a detailed price schedule for all available tests necessary to accomplish the services under the contract utilizing Exhibit E of the cost proposal.

Price increases: Vendors shall provide not-to-exceed values or percentages for price increases, which will be used for the two renewal periods, see Exhibit E.

### **(M) Additional Required Identification of Costs**

The Vendor must list any additional costs not identified on Exhibit E, (M/S) Cost Proposal, on page 66 that is required to implement their proposed solutions (in Vendor's best format). All Additional Required Costs identified shall be included as part of the Total Proposal Cost.

### **(M) Subcontractor Identification of Costs**

The Vendor must separately specify and price any subcontractor's cost, if applicable, on a separate Exhibit E. This worksheet must be labeled Exhibit E-1 - Cost Proposal Worksheet and must display the word "SUB-CONTRACTOR" in bold letters clearly printed across the top of each page of the documents. All Subcontractor Costs identified shall be included as part of the total proposal cost.

If any functions will not be performed by a subcontractor, Vendor must state "Not applicable" to this section in its Proposal.

### **7.4. (M) Award Not Based On Price Alone**

The evaluation process is designed to award this procurement not necessarily to the Vendor with the least cost, but rather to the Vendor whose Response best meets the requirements of this RFQQ and best meets the needs of the WDVA.

### **7.5. (M) State Sales Tax**

Vendor will be required to collect and pay Washington State sales tax, if applicable.

### **7.6. (M) OMWBE COSTS**

If Vendor and/or subcontractor(s) are certified by the Office of Minority and Women's Business Enterprises are proposed, the Vendor must set out in the Cost Proposal the portion to be paid to the certified MBE and/or the WBE firm. Costs for subcontractors, which are not certified, are also to be broken out separately.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

### 7.7. (M) Veteran Owned Business Costs

If Vendor and/or subcontractor(s) are certified by the Washington State Department of Veterans Affairs under 43.60A RCW, the Vendor must set out in the Cost Proposal the portion to be paid to the certified Veteran Owned Business. Costs for subcontractors, which are not certified, are also to be broken out separately.

### 7.8. (M) Travel, Hotel Per-Diem Costs

The Vendor must provide the total cost for expenses, travel, hotel and per-diem. Include all expenses necessary to provide the Vendor's services.

### 7.9. Scoring of Costs

The score for the costs proposed will be computed by taking a Vendor's cost of each of the most requested tests required by the WDVA and dividing it by the lowest cost of each of the most requested tests required by the WDVA. Then the resultant number will be multiplied by the maximum possible points for each test cost. See the example provided below. The points for each test cost will then be summed and a total point value obtained for the cost proposal.

#### Example: Lipid Panel

Vendor A      \$25.00    Vendor B      \$22.00    Vendor C      \$26.00

Each test cost proposed shall have maximum possible points of 20.

	Vendor A	Vendor B	Vendor C
Test 1 Lowest Cost	22.00	22.00	22.00
Test 1 Vendor Cost	25.00	22.00	26.00
Calculated Points	.88 x 20 points	1 x 20 points	.85 x 20 points
Total Awarded	18 points	20 points	17 points

Figure 2: Scoring of Costs Example

## 8. BEST VALUE TO WDVA

### 8.1. (M/S) Best Value

Vendor must describe in detail what value its services will provide to the WDVA, such as: the robustness, supportability, flexibility, extensibility, compliance to industry standards, and ease of use of the services.

### 8.2. Scoring of Best Value

This section is worth 100 points. A Vendor's Best Value shall be awarded utilizing the following scale and will be the average assessment by the Evaluation panel.

Points	Guidance
Should be the highest points given. (75-100 pts)	Exceptional - Vendor's offer greatly exceeds standards and demonstrates exceptional understanding of the goals and objectives of the project, and several major strengths exist. Only a few minor weaknesses exist.
Should be the next highest points given. (51-74 pts)	Very Good - Vendor's offer exceeds standards and demonstrates a very good understanding of the goals and objectives of the project. Strengths exceed weaknesses, and weaknesses are easily correctable.
This level is usually about average and receives mid-level of points. (26-50 pts)	Acceptable - Vendor's offer meets standards and demonstrates a good understanding of the goals and objectives of the project. There may be strengths or weaknesses, or both. Weaknesses do not significantly detract from the Vendor's offer and are correctable.
Should be the less points given. (11-25 pts)	Marginal - Vendor's offer is below standard and demonstrates a poor understanding of the goals and objectives of the project. Weaknesses exceed strengths and will be difficult to correct.
Should be the lowest number of points given. (0-10 pts)	Unacceptable- Vendor's offer is deficient and demonstrates very little understanding of goals and objectives of the project. Noted deficiencies are expected to be either very difficult to correct or are not correctable.

**Table 3: Best Value Scale**

## 9. EVALUATION OF RESPONSES

### 9.1. RFQQ Evaluation

The process for awarding this RFQQ may be done in phased sections. The Vendor's Response will be evaluated based on the process outlined below. The Vendor(s) best meeting the WDVA's requirement will proceed to the next step(s), if necessary, in this RFQQ process. Responses with tied scores will be treated equally and the tied Vendor's Responses will be moved forward to the next phase if they are among the top scoring vendors chosen. Specific Criteria for RFQQ Evaluation:

Evaluation criteria may differ based on the need of the WDVA.

Criteria for Evaluation	
RFQQ Compliance/Administration	Pass/Fail
Business References	Pass/Fail
Financial/Business Requirements	Pass/Fail
Qualifications	15%
Experience	45%
Cost Proposal	30%
Best Value	10%

**Table 4: Evaluation Criteria**

### 9.2. Initial Determination of Responsiveness

Responses will be reviewed initially by the RFQQ Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified herein. Vendors receiving a failing score from the Administrative review shall be viewed as not meeting the minimum mandatory requirements and will be eliminated from further consideration. The evaluation team shall only evaluate Responses meeting this requirement.

### 9.3. Pass/Fail Evaluations

Responses meeting the Initial Determination of Responsiveness will then be reviewed on a pass/fail basis to determine if the Response meets the Mandatory requirements Sections 4, 6, 7, & 8). Only Responses meeting all Mandatory requirements will be further evaluated.

### 9.4. Evaluation Procedure

The evaluation process is designed to award this procurement not necessarily to the Vendor of least cost, but rather to the Vendor whose Response best meets the requirements of this RFQQ and best meet the needs of the WDVA. However, Vendors are encouraged to submit Responses that are consistent with State government efforts to conserve state resources.

Responsive submissions will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. An evaluation team designated by the WDVA will evaluate the Responses. The evaluation/selection process will consist of an evaluation of the written Response and demonstrations.

The following weighting and points will be assigned to the Response(s) for evaluation purposes:

Qualifications – 15%

150 points (maximum)

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

Experience – 45% 450 points (maximum)

Cost Proposal - 30% 300 points (Maximum)

Best Value - 10% 100 points (Maximum)

TOTAL POINTS BEFORE WEIGHTED CALCULATION = 1000 POINTS

The WDVA reserves the right to award the contract to the Vendor whose Response is in the best interest of the WDVA and the state of Washington.

### 9.5. Vendor Total Score

Vendors' scores will be calculated by summing cost and non-cost factor points to determine the total score.

### 9.6. Award Based on Multiple Factors

The evaluation process is designed to award the contract to the Vendor whose Response best meets the requirements of this RFQQ. The WDVA evaluation team will make the final decision/selection after analysis of the Responses has been submitted to them by the RFQQ Coordinator.

### 9.7. Debriefing of Unsuccessful Vendors

Vendors who submitted a Response and were not selected will be given the opportunity for a debriefing conference. The RFQQ Coordinator must receive the request for a debriefing conference within five (5) business days after the notification of unsuccessful Vendor letter is sent. The debriefing shall be held within five (5) business days of the request, unless otherwise agreed upon by the parties.

Discussion will be limited to a critique of the requesting Vendor's Response. Comparisons between Responses or evaluations of the other Responses will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

### 9.8. Resolution of Complaints and Protests

#### Complaints

A complaint may be made before a Vendor responds to a solicitation document, if the Vendor believes that the document unduly constrains competition or contains inadequate or improper criteria. The written complaint must be made to the issuing AGENCY before the due date of the solicitation response. However, the AGENCY solicitation process may continue.

#### Protests

Protests may be made after the WDVA has announced the apparently successful Vendor and after the protesting Vendor has had a debriefing conference with the WDVA (Policy # DES-170-00). Protests may only be made on the below grounds:

- Arithmetic errors were made in computing the score.
- The AGENCY failed to follow procedures established in the solicitation document, or applicable state or federal laws or regulations.
- There was bias, discrimination, or conflict of interest on the part of an evaluator.



## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

Protests are always made to the AGENCY conducting the acquisition. A person authorized to bind the Vendor to a contractual relationship must sign the protest letter. The AGENCY must receive the written protest within five (5) business days after the debriefing conference. It must also postpone further steps in the acquisition process until the protest has been resolved.

Individuals not involved in the protested acquisition will objectively review the written protest material submitted by the Vendor and all other relevant facts known to the AGENCY. The AGENCY must deliver its written decision to the protesting Vendor within five (5) business days after receiving the protest, unless more time is needed. The protesting Vendor will be notified if additional time is necessary.

The WDVA's determination is final, and no further administrative appeal is available.

### Form and Content

A protest must be in writing and must contain the facts and arguments upon which the protest is based and must be signed by a person authorized to bind the Vendor to a contractual relationship. At a minimum, this must include:

- The name of the protesting Vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest.
- Information about the acquisition and the acquisition method and name of the issuing AGENCY.
- Specific and complete statement of the AGENCY's action(s) being protested.
- Specific reference to the grounds for the protest.
- Description of the relief or corrective action requested.

Protests shall be addressed to:

Chief Financial Officer (CFO)  
Department of Veterans Affairs  
1102 Quince Street SE  
PO Box 41150  
Olympia, Washington 98504-1150

The Vendor shall also forward a copy to the [RFQQ Coordinator](#) documented in Section 2.1 on page 11 at the same time the protest is sent to the CFO.

Upon receipt of a protest, a protest review will be held by the WDVA. All available facts will be considered, and the Chief Financial Officer or his/her delegate will issue a decision within five (5) business days of receipt of the protest.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

### EXHIBIT A. STATE CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the Response to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related Contract(s):

The prices and/or data have been determined independently, without consultation, communication, or Contract with others for restricting competition, as to any matter relating to such prices with any other Vendor. However, I/we may freely join with other persons or organizations for presenting a single Response.

The attached Response is a firm offer for a period of ninety (90) days following receipt, and it may be accepted by Washington State Department of Veteran Affairs (WDVA) without further negotiation at any time within the ninety (90) day period. In the case of protest, the protester's Response remains valid until the protest is resolved or the ninety (90) day offer period expires, whichever is later.

In preparing this Response, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this RFQQ or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

I/we understand that the WDVA will not reimburse me/us for any costs incurred in the preparation of this Response. All Responses become the property of the WDVA, and I/we claim no proprietary right to the ideas, writings, items, or samples. Submission of the attached Response constitutes Contract to abide by the procedures described in the RFQQ document.

No attempt has been made or will be made by the Vendor to induce any other person or Vendor to submit or not to submit a Response for the purpose of restricting competition.

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Signature/Title

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Vendor Name

---

Printed Name

---

Date

# REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

## EXHIBIT B. VENDOR'S BUSINESS REFERENCES

Vendor		
Reference Name		
Contact Person 1		
Contact 1 Phone   Fax Numbers		
Contact 1 Email address		
Contact Person 2		
Contact 2 Phone   Fax Numbers		
Contact 2 Email Address		
Type of Business		
Original Amount of Contract		
Number of claims and or disputes by either party		
Identify any subcontractors performing 20% or more of contracted work		
Application Software Supplied/Services Provided	Project Date and Duration	

By signing this form, Vendor acknowledges and gives the WDVA permission to contact the Reference listed above at the WDVA's convenience.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

### EXHIBIT C. SAMPLE CONTRACT

#### Contract 305H-16-XXX

for

#### Clinical Laboratory Services

This Contract is made and entered into by and between the state of Washington, Department of Veterans Affairs, hereinafter referred to as the "**DEPARTMENT**", and (**contractor name, address, city , State zip**), hereinafter referred to as "**CONTRACTOR**."

#### I. PURPOSE

The purpose of this contract is to provide 24-hour, 365-days a year clinical laboratory services as needed and ordered by at the practitioners for the residents of each Facility.

#### II. SCOPE OF WORK

- A. Attachment A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this contract, the nature of the working relationship between the DEPARTMENT and the CONTRACTOR, and specific obligations of both parties.
- B. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as included in the DEPARTMENT'S Request for RFQQ No. 2016-003 March 25, 2016, attached as Attachment B, and the CONTRACTOR'S proposal dated \_\_\_\_\_, attached as Attachment C and agreed upon Service Level Agreement (SLA) attached as Attachment D.
- C. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below.

(TBD)

All written reports required under this contract must be delivered to (TBD), the Contract Manager, in accordance with the schedule above.

#### III. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQQ is tentatively to start July 1, 2016, and end June 30, 2021. The WDVA reserves the right to extend the contract for two additional terms; one of three years and the final one of two years. Any Amendments extending the period of performance, if any, shall be at the sole discretion of the WDVA and must be accepted and executed no-later-than (NLT) 14 business days prior to the original expiration.

#### IV. COMPENSATION

Total compensation payable to CONTRACTOR for satisfactory performance of services and in accordance with all terms and conditions under this contract shall be based on cost reimbursement, but could be anticipated to meet or exceed (\$ \_\_\_\_\_). CONTRACTOR'S compensation for services rendered shall be based on the rates identified in Attachment E, CONTRACTOR's Cost Proposal.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

### V. BILLING PROCEDURES AND PAYMENT

A. CONTRACTOR shall provide services on a "fee for service" basis, that is, CONTRACTOR shall bill Medicaid, Medicare and/or third party insurance payors for services rendered to the residents when eligible for laboratory services under those venues. CONTRACTOR will bill DEPARTMENT for services rendered to those residents not covered by Medicaid, Medicare or third party insurances. The allowable fee for services rendered to residents not covered by third party insurers shall not exceed Medicare rates minus 20%.

B. The DEPARTMENT will pay CONTRACTOR upon receipt of properly completed Invoices, which shall be submitted to the Project Manager not more often than monthly. Each invoice shall describe and document, to the DEPARTMENT's satisfaction, the date and to whom treatment was provided; the type of service and/or product provided, including the ICD-10 code and CPT/HCPC code; the cost of said service and/or product; a copy of any and all available insurance remittances related to services provided to Residents that require copayment/payment by DEPARTMENT under the contract; and CONTRACTOR's contact name and phone number for questions or concerns. Remittances will be mailed as a separate process. The invoice shall include the contract reference number 305H-16-XXX.

Incorrect or incomplete invoices may be returned by DEPARTMENT to CONTRACTOR for correction and reissue.

C. Furthermore, if CONTRACTOR receives denial of a claim from Medicare, Medicaid or other third party payer due to absence of a valid ICD-10 code and signed ABN is not in the resident's chart (if applicable), CONTRACTOR will bill the FACILITY. If CONTRACTOR receives information that does not support medical necessity and a signed ABN is not in resident's chart (if applicable), CONTRACTOR will bill FACILITY.

D. CONTRACTOR shall allow the DEPARTMENT, when DEPARTMENT completes the proper paperwork, electronic access to monthly bills. When the bill is ready for access, an automatic email will be generated notifying the DEPARTMENT. The DEPARTMENT shall be responsible for accessing each bill electronically.

E. The DEPARTMENT shall provide the CONTRACTOR monthly census information three times monthly to assist CONTRACTOR with accurate data regarding residents.

F. CONTRACTOR's original billings with original signatures and supporting documents must be received by the FACILITIES by the 5th business day of the month following the month services were provided. Adhering to this schedule will permit rapid payment.

The Invoice and all routine and periodic documents, shall be submitted directly to the FACILITIES' Project Managers. Identified in Section VI.

Duplicate submission of Invoices to DEPARTMENT'S Accounts Payable section is acceptable and advised. Duplicate submissions may be sent electronically to DVA Accounts Payable (COAccountspay@dva.wa.gov).

G. Statewide Vendor Registration. The Washington State Department of Enterprise Services (DES) maintains a central contractor registration file for Washington State agencies to use for processing contractor payments. This allows many contractors to receive payments by direct deposit. Contractors are required to be registered in the Statewide Vendor Payment system, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>, and prior to submitting a request for payment under this Contract. No payment shall be made until the registration is completed.

H. DUPLICATION OF BILLED COSTS: The CONTRACTOR shall not bill the DEPARTMENT for services performed under this Contract, and the DEPARTMENT shall not pay the CONTRACTOR, if the CONTRACTOR is entitled to payment or has been or will be paid by any other source, including grants, for that service.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

I. Payment shall be considered timely if made by the DEPARTMENT within sixty (60) days after receipt of properly completed invoices. No payments shall be made on disputed payee claims. Payment shall be sent to the address designated by the CONTRACTOR.

J. The DEPARTMENT shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.

K. **DISALLOWED COSTS:** The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors

L. No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the DEPARTMENT.

### VI. CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

<b>CONTRACTOR Contract Manager (for each Facility) Information</b>	<b>DEPARTMENT Contract Manager Information</b>
Enter Contract Manager's Name Enter Name of CONTRACTOR Enter CONTRACTOR Address Enter City, State & Zip Code <i>Phone :</i> (      ) <i>Fax:</i> (      ) <i>Email address:</i>	<b>Washington Veterans Home, Spokane</b> XXX 222 E. 5th Ave Spokane, WA 99202  <i>Phone:</i> (509) XXX-XXXX <i>Fax:</i> (      ) <i>Email address:</i>  <b>Washington Veterans Home, Retsil</b> XXX 1141 Beach Dr PO Box 698 Retsil, WA 98378 Phone: (360)-XXX-XXXX Fax: (      ) Email address:  <b>Washington Soldiers Home &amp; Colony , Orting</b> XXX 1301 Orting Kapowsin Hwy P.O. Box 500 Orting, WA 98360-0500 Phone: (360)-XXX-XXXX Fax: (      ) Email address:

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

	<b>Washington Veterans Home, Walla Walla</b> XXX 92 Wainwright Drive Walla Walla, WA 99362 Phone: (509)-XXX-XXXX Fax: ( ) Email address: <a href="mailto:ThomasK@dva.wa.gov">mailto:ThomasK@dva.wa.gov</a>
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### VII. INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

- A. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.

Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- B. Medical Professional Liability

As applicable, the Contractor shall maintain Medical Professional Liability with a limit not less than \$2,000,000 or more per each occurrence (If written on a "Claims Made" basis, the Contractor agrees to keep coverage in force for a minimum of three years following the termination of this contract.)

- C. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies.

All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give DEPARTMENT thirty (30) calendar days advance notice of any insurance cancellation.

CONTRACTOR shall submit to DEPARTMENT within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

### VIII. ASSURANCES

DEPARTMENT and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

### IX. ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Attachment A – Special Terms and Conditions
4. Attachment B – General Terms and Conditions
5. Attachment C – Contractor's Response to RFQQ 2016-003 dated
6. Attachment D – Request for Proposals No. RFQQ 2016-003
7. Attachment E – Business Associate
8. Any other provision, term or material incorporated herein by reference or otherwise incorporated

### X. ENTIRE AGREEMENT

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

### XI. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

### XII. APPROVAL

This contract shall be subject to the written approval of the DEPARTMENT'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of XXX (X5) pages and XXX (X) attachment(s), is executed by the persons signing below, who warrant they have the authority to execute the contract.

**[CONTRACTOR'S NAME]**

**DEPARTMENT OF VETERANS AFFAIRS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Erwin B. Vidallon

\_\_\_\_\_  
Printed Name

Chief Financial Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03**

APPROVED AS TO FORM:

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Assistant Attorney General

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Date

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## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

### **Attachment A Special Terms and Conditions**

The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to perform 24-hour clinical laboratory testing for Washington Veterans Home, Washington Soldiers Home and Spokane Veterans Home, and Walla Walla Veterans Home, hereinafter collectively and individually referred to as FACILITIES, as set forth below:

#### **Washington Veterans Home (Retsil):**

1. CONTRACTOR will provide the full range of clinical laboratory testing for 24 hours per day, seven days a week, and 365 days a year.

STAT Pick up: Nursing will draw and there will be no charge for pick-up; will need 24/7 courier pick up. The WDVA's expectation is that pickup would occur within 1-2 hours of the request and that there shall be a rapid turnaround time on results – within hours.

Will Call Pick up: If nursing draws - No Charge

M- F call up to 6 pm

Sat call up to 3:30 pm

Sun no routine pick ups

STAT labs: Vendor draws- must be called in by 2 pm; \$X.XX per patient

The Vendor shall also supply phlebotomy and courier services with no mileage transportation costs charged.

2. CONTRACTOR shall provide phlebotomy services five (5) days per week, M-F, 4 am to 8:30 am, to Washington Veterans Home (Retsil). Phlebotomists will pick up available specimens during their morning rounds. Phlebotomists are not restricted to the hours stated herein, and will provide as much time as necessary to collect all samples.

3. CONTRACTOR will provide STAT phlebotomy services (phlebotomy performed outside of routine draw days/morning rounds) for a fee of \$XX per STAT draw to Washington Veterans Home (Retsil), six (6) days per week between the hours of 6 am to 4pm. Last call for a STAT draw must be received by 2 pm. No STAT draw service on Sunday, however, Washington Veterans Home staff may collect the sample themselves and call for a pickup.

#### **Washington Soldiers Home (Orting)**

1. CONTRACTOR will provide the full range of clinical laboratory testing for 24 hours per day, seven days a week, and 365 days a year.

STAT Pick up: Nursing will draw and there will be no charge for pick-up; will need 24/7 courier pick up. The WDVA's expectation is that pickup would occur within 1-2 hours of the request and that there shall be a rapid turnaround time on results – within hours.

Will Call Pick up: If nursing draws - No Charge

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

M- F call up to 6 pm

Sat call up to 3:30 pm

Sun no routine pick ups

STAT labs: Vendor draws- must be called in by 2 pm; \$X.XX per patient

The Vendor shall also supply phlebotomy and courier services with no mileage transportation costs charged.

2. CONTRACTOR shall provide phlebotomy services, 5 days per week, M -F, 4 am to 8:30 am, to Washington Soldiers Home (Orting). Phlebotomists will pick-up available specimens during their morning rounds. Phlebotomists are not restricted to the hours stated herein, and will provide as much time as necessary to collect all samples.

3. Washington Soldiers Home is responsible for transporting routine and STAT specimens (collected by the FACILITY, outside of routine morning rounds) after hours to the lab utilizing Yellow Cab transport services.

4. CONTRACTOR will process samples received in a timely manner and provide results to the FACILITY.

5. CONTRACTOR will provide STAT phlebotomy services (phlebotomy performed outside of routine draw days/morning rounds) for a fee of \$XX per STAT draw to Washington Soldiers Home (Orting), seven days per week between the hours of 9 am to 4 pm. Last call for a STAT draw, must be received by 2 pm. Washington Soldiers Home staff may collect samples themselves and are responsible for transporting specimens to the lab.

### **Washington Veterans Home (Spokane):**

1. 1. CONTRACTOR will provide the full range of clinical laboratory testing for 24 hours per day, seven days a week, and 365 days a year.

STAT Pick up: Nursing will draw and there will be no charge for pick-up; will need 24/7 courier pick up. The WDVA's expectation is that pickup would occur within 1-2 hours of the request and that there shall be a rapid turnaround time on results – within hours.

Will Call Pick up: If nursing draws - No Charge

M- F call up to 6 pm

Sat call up to 3:30 pm

Sun no routine pick ups

STAT labs: Vendor draws- must be called in by 2 pm; \$X.XX per patient

The Vendor shall also supply phlebotomy and courier services with no mileage transportation costs charged.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

2. CONTRACTOR shall provide phlebotomy services five (5) days per week, M-F, 4 am to 8:30 am, to Washington Veterans Home (Spokane). Phlebotomists will pick up available specimens during their morning rounds. Phlebotomists are not restricted to the hours stated herein, and will provide as much time as necessary to collect all samples.

3. CONTRACTOR will provide STAT phlebotomy services (phlebotomy performed outside of routine draw days/morning rounds) for a fee of \$XX per STAT draw to Washington Veterans Home (Spokane), six (6) days per week between the hours of 6 am to 4pm. Last call for a STAT draw must be received by 2 pm. No STAT draw service on Sunday, however, Washington Veterans Home staff may collect the sample themselves and call for a pickup.

### **Washington Veterans Home (Walla Walla):**

1. 1. CONTRACTOR will provide the full range of clinical laboratory testing for 24 hours per day, seven days a week, and 365 days a year.

STAT Pick up: Nursing will draw and there will be no charge for pick-up; will need 24/7 courier pick up. The WDVA's expectation is that pickup would occur within 1-2 hours of the request and that there shall be a rapid turnaround time on results – within hours.

Will Call Pick up: If nursing draws - No Charge

M- F call up to 6 pm

Sat call up to 3:30 pm

Sun no routine pick ups

STAT labs: Vendor draws- must be called in by 2 pm; \$X.XX per patient

The Vendor shall also supply phlebotomy and courier services with no mileage transportation costs charged.

2. CONTRACTOR shall provide phlebotomy services five (5) days per week, M-F, 4 am to 8:30 am, to Washington Veterans Home (Walla Walla). Phlebotomists will pick up available specimens during their morning rounds. Phlebotomists are not restricted to the hours stated herein, and will provide as much time as necessary to collect all samples.

3. CONTRACTOR will provide STAT phlebotomy services (phlebotomy performed outside of routine draw days/morning rounds) for a fee of \$XX per STAT draw to Washington Veterans Home (Walla Walla), six (6) days per week between the hours of 6 am to 4pm. Last call for a STAT draw must be received by 2 pm. No STAT draw service on Sunday, however, Washington Veterans Home staff may collect the sample themselves and call for a pickup.

### **Additional responsibilities of CONTRACTOR:**

- a. Provide supplies necessary for specimen collection at each facility and transportation of specimens for testing.
- b. Provide all expendable laboratory supplies to be provided, at no charge to the Facility. These supplies should include but are not limited to blood tubes, needles, culture swabs,

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

and lab order forms etc. Provide a toll free contact for ordering necessary laboratory supplies and forms or an on-line order method via a URL.

- c. Provide any installation and maintenance of equipment necessary to report results (at Facilities) to include connectivity and supplies, at no charge to the WDVA, if any. The WDVA's expectation is that if the Vendor supplies equipment, they shall provide supplies and maintain printers, or other electronic reporting equipment (at its own expense and cost), at each site for the daily transmission of lab results, as required.
- d. Provide billing procedures to Medicare, Medicaid and all other third party reimbursement sources and private pay residents for services including specimen collection, clinical laboratory testing and any other resident services provided under the contract in accordance with applicable requirements of federal and state laws, regulations and rules for those residents not covered by Medicare Part B.
- e. Provide basic office supplies (i.e., pens, clip boards, fax machine) for Vendor staff.
- f. Provide laboratory requisitions, Medicare waiver forms and other billing supplies necessary to provide services under the contract.
- g. Obtain resident signatures on Medicare waiver forms for non-covered services, if required.
- h. Identify a Team Leader for each Facility.
- i. Ensure all CONTRACTOR employees providing services to each Facility residents under this Contract shall, prior to entering upon the FACILITIES' premises, undergo a DSHS criminal background check and Tuberculosis screening. The criminal background reports and Tuberculosis screening results shall be maintained on file at each FACILITY.
- j. Provide annual Tuberculosis screening via PPD skin testing on Vendor employees providing services under the awarded contract.
- k. Provide a convenient location or locations for residents for whom an off-facility location is better suited. The WDVA prefers a site located close to the Facility.
- l. Provide toll free customer service and timely responses to questions and concerns. Vendor's Local Manager/Regional Service Representative shall meet periodically with Facility clinical and administrative staff to review general operations and performance. Meetings shall be scheduled as requested by the Facility Project Manager and occur quarterly to assess service and address or review general operations and performance, discuss service and financial matters, and to attempt to resolve any census and billing issues.
- m. Provide continuing education and, upon request, phlebotomy refresher in- service to FACILITIES' staff to ensure success of the FACILITIES collecting samples.
- n. Perform according to other requirements identified and responded to in Attachment X, the CONTRACTOR's Proposal and Attachment X, CONTRACTOR's Fee Schedule.

### **Reports:**

Vendor shall produce the following written reports or other written documents as indicated below:

- a. Provide a utilization management report that will be provided by the 10th calendar day of each month detailing services provided during the previous month.
- b. Deliver reports required under the contract to the respective Facility Project Manager, in accordance with the schedule designated.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

- c. Provide written process of timely reporting of test results. The expectation is that routine lab test results are reported the same day. Reporting requirements for Stat/ Emergency tests are described above. Reporting Results: Vendors shall describe the method(s) and time frames for reporting lab test results to each Facility. Include information on reporting for Stat / Emergency tests.
- d. Provide process for back up procedures to deliver reports in a timely manner by other means, such as hard copies delivered when specimens are picked up, should the primary method for reporting fail.
- e. Provide parameters and procedures for reporting urgent or very abnormal results that exceed predefined criteria established by the Vendor.
- f. Shall immediately notify the Contract Administrator in the event of a complaint against a licensed professional or the loss or suspension of a license, etc.

### **Duties and Responsibilities of each FACILITY:**

- 1. During the term of this Contract, FACILITIES shall provide a designated work area for CONTRACTOR to provide services contemplated by this Contract.
- 2. FACILITIES shall assure that supplies, personnel and equipment provided by CONTRACTOR are used exclusively for the collection and processing of specimens and at no time shall FACILITY request phlebotomist or any other CONTRACTOR's employee to perform any service for FACILITY which is not directly related to CONTRACTOR's specimen collection and processing.
- 3. DEPARTMENT shall submit a census, including full first and last name of patient, identifying each patient's billing status. Census shall be submitted at a minimum of three (3) times per month, via email to XXXXXX.com or faxed to XXX-XXX-XXXX or 1-800-XXX-XXXX.
- 4. FACILITIES shall provide CONTRACTOR applicable diagnosis codes (ICD-10) pertaining to each test ordered.
- 5. The ICD-10 code provided by FACILITY is the CONTRACTOR's only documentation that tests ordered for FACILITY residents are medically necessary under Medicare and Medicaid. The physician's order in the resident's medical chart is the treating physician's certificate of medical necessity ("CMN"). Therefore, the obligation for verifying that the ICD10 code conforms to the CMN lies with the FACILITY.
- 6. If CONTRACTOR receives a denial of a claim from Medicare, Medicaid or other third party payer due to the absence of a valid ICD10 code and a signed ABN is not in the resident's chart (if applicable), CONTRACTOR will bill DEPARTMENT. If CONTRACTOR receives information that does not support medical necessity and a signed ABN is not in the resident's chart (if applicable), CONTRACTOR will bill DEPARTMENT.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

### ATTACHMENT B GENERAL TERMS AND CONDITIONS

1. DEFINITIONS As used throughout this Contract, the following terms shall have the meanings set forth below:

- a. "CLIENT" shall mean an individual receiving service under this Contract.
- b. "CONTRACTOR" shall mean that agency, firm, provider organization, individual or other entity performing services under this Contract. It shall include any subcontractor retained by the prime CONTRACTOR as permitted under the terms of this agreement.
- c. "DEPARTMENT's VETERANS SERVICES DIVISION ADMINISTRATOR" shall mean that individual authorized to administrate this agreement on behalf of the DEPARTMENT.
- d. "DEPARTMENT" shall mean the DEPARTMENT OF VETERANS AFFAIRS of the state of Washington, any division, section, office, unit or other entity of the DEPARTMENT or any of the officers or other officials lawfully representing that DEPARTMENT.
- e. "PERSONAL INFORMATION" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- f. "SUBCONTRACTOR" shall mean one not an employee of the CONTRACTOR, who is performing all or part of those services under this Contract under a separate contract with the CONTRACTOR. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- g. "SUBRECIPIENT" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes CONTRACTORS that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

2. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35 - The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

3. ASSIGNMENT – Neither this Contract, nor shall any claim arising under this Contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of the DEPARTMENT.

4. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY - If federal funds are the basis for this Contract, the CONTRACTOR certifies that neither it nor its principals are presently debarred, declared ineligible or voluntarily excluded from participation in transactions by any federal department or agency.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

5. CHANGE IN STATUS – In the event of substantive change in the legal status, organizational structure or fiscal reporting responsibility of the CONTRACTOR, CONTRACTOR agrees to notify the DEPARTMENT of the change. CONTRACTOR shall provide notice as soon as practicable, but no later than thirty days after such a change takes effect.

6. CHANGES AND MODIFICATIONS - The DEPARTMENT may, at any time, by written notification to the CONTRACTOR, and without notice to any known guarantor or surety, make changes within the general scope of the services to be performed under the Contract. If the CONTRACTOR agrees to such changes, a written contract amendment reflecting such change shall be executed by the parties. An equitable adjustment in cost or period of performance or both may be made if required by the change. Any claim for adjustment in price or period of performance must be received within thirty (30) days of the CONTRACTOR's receipt of the change notice.

The DEPARTMENT may, however, receive and act upon any such claim at any time prior to final payment under this Contract at his/her discretion.

Failure to agree to any adjustment made under this section shall be an issue and may be reviewed as provided in the "Disputes" section of this Contract. Nothing in this section shall excuse the CONTRACTOR from proceeding with the Contract as changed.

7. CONFLICT OF INTEREST – The DEPARTMENT may, in its sole discretion, by written notice to the CONTRACTOR, terminate this Contract if it finds, after due notice and examination by the DEPARTMENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of or performance under, this Contract.

In the event this Contract is terminated as provided above, the DEPARTMENT shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of this Contract by the CONTRACTOR. The rights and remedies of the DEPARTMENT provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the DEPARTMENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

8. COVENANT AGAINST CONTINGENT FEES – The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the CONTRACTOR for the purpose of securing business. The DEPARTMENT shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this Contract without liability or, in its discretion, to deduct from this Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

9. DISPUTES - Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the DEPARTMENT's Director or his or her designee.

- a. The request for a dispute hearing must:



## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

Be in writing;

State the disputed issues;

State the relative positions of the parties;

State the CONTRACTOR's name, address, and this Contract number; and

Be mailed to the agent and the other party's (respondents) within 3 working days after the parties agree that they cannot resolve the dispute.

b. The respondent shall send a written answer to the requestor's statement to both the agent and the requestor within 5 working days.

c. The agent shall review the written statements and reply in writing to both parties within 10 working days. The agent may extend this period if necessary by notifying the parties.

d. The decision shall be admissible in any succeeding judicial or quasi-judicial proceeding.

e. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

10. GOVERNING LAW - This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

11. INDEMNIFICATION – To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the this Contract.

CONTRACTOR's obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTOR's agents, employees, representatives or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to CONTRACTOR's or any subcontractor's performance or failure to perform this Contract. CONTRACTOR's obligation to indemnify, defend, and hold harmless the state, shall not be eliminated or reduced by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officials, agents or employees.

12. INDEPENDENT CAPACITY – The parties intend that an independent CONTRACTOR relationship will be created by this Contract. The CONTRACTOR and his or her employees or agents performing under this Contract are not employees or agents of the DEPARTMENT. The CONTRACTOR will not hold himself/herself out as nor claim to be an officer or employee of the DEPARTMENT or of the state of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

13. LICENSING AND ACCREDITATION STANDARDS - The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary in the performance of this Contract.

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

14. **LIMITATION OF AUTHORITY** Only the DEPARTMENT or its delegate by writing (delegation to be made prior to action) shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the DEPARTMENT.

15. **NONDISCRIMINATION** – During the performance of this Contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the CONTRACTOR's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the DEPARTMENT. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

16. **OVERPAYMENTS AND ASSERTION OF LIEN** In the event that the DEPARTMENT establishes overpayments or erroneous payments made to the CONTRACTOR under this Contract, the DEPARTMENT may secure repayment, plus interest, if any, through the filing of a lien against the CONTRACTOR's real property or by requiring the posting of a bond, assignment of deposit or some other form of security acceptable to the DEPARTMENT or by doing both.

17. **PERFORMANCE MEASUREMENT AND MONITORING** – Impacts and outcomes achieved as a result of the delivery of services may be measured and evaluated by the DEPARTMENT in a Periodic Performance Report form, in accordance with Exhibit A. The DEPARTMENT may evaluate CONTRACTOR's performance at Contract completion and at least once a quarter. An annual evaluation will be conducted during the sixty-day period following this Contract anniversary date, except DEPARTMENT can establish which better accommodates the DEPARTMENT's particular needs. The evaluation will cover a period ending with an established date. The DEPARTMENT may utilize the standardized Period Performance Report form and/or supplement the process with special performance factors peculiar to the specific contractual needs. Each evaluation shall include an assessment of the CONTRACTOR's efforts toward achieving DEPARTMENT objectives. The form is designed to aid the DEPARTMENT in referrals, clarify CONTRACTOR's duties and DEPARTMENT expectations, and inform CONTRACTORS of their performance strengths and weaknesses.

18. **PRIVACY** - Personal information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. CONTRACTOR agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the rights to monitor, audit or investigate the use of personal information collected, used or acquired by the CONTRACTOR through this Contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. CONTRACTOR shall certify the return or destruction of all personal information upon expiration of this Contract. Salting is the act of placing a record containing unique but false information in a

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the CONTRACTOR's unauthorized use of personal information.

For the purposes of this provision, personal information includes but is not limited to information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

19. RECORDS, DOCUMENTS, AND REPORTS – The CONTRACTOR shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. CONTRACTOR shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under this Contract, shall be subject at all reasonable times to inspection, review or audit by the DEPARTMENT, personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

20. REGISTRATION WITH DEPARTMENT OF REVENUE - The CONTRACTOR shall complete registration with the Department of Revenue, General Administration Building, Olympia WA 98504, and be responsible for payment of all taxes due on payments made under this Contract.

21. RIGHT OF INSPECTION The CONTRACTOR shall provide right of access to its facilities to the DEPARTMENT or any of their officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract on behalf of the DEPARTMENT. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the CONTRACTOR's business or work hereunder.

22. RIGHTS IN DATA Unless otherwise provided, data that originates from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the DEPARTMENT. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

Data that is delivered under this Contract, but that does not originate therefrom, shall be transferred to the DEPARTMENT with a nonexclusive, royalty free, irrevocable license to publish, translate,

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent that the CONTRACTOR has a right to grant such a license.

The CONTRACTOR shall exert all reasonable effort to advise the DEPARTMENT, at the time of delivery of data furnished under this agreement, of all known or potential invasions of privacy contained therein and of any portion of such document, which was not produced in the performance of this agreement. The DEPARTMENT shall receive prompt written notice of each notice or claim or copyright infringement received by the CONTRACTOR with respect to any data delivered under this agreement. The DEPARTMENT shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

23. **SAFEGUARDING OF INFORMATION** - The CONTRACTOR shall not use or disclose any Personal Information gained by reason of this Contract or Information that may be classified as confidential for any purpose not directly connected with the administration of this Contract except (1) with prior written consent of the DEPARTMENT or (2) as may be required by law. The CONTRACTOR shall safeguard such information and shall return or certify destruction of the information upon this Contract expiration or termination.

24. **SAVINGS** In the event funding from state, federal or other sources is withdrawn, reduced or limited in any way after the effective date of this Contract and prior to normal completion, the DEPARTMENT may terminate this Contract under the "Termination for Convenience" clause, without advance notice.

25. **SEVERABILITY** – If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

26. **SUBCONTRACTING** - Neither the CONTRACTOR nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the DEPARTMENT. In no event shall the existence of the subcontract operate to release or reduce the liability of the CONTRACTOR to the DEPARTMENT for any breach in the performance of the CONTRACTOR's duties. This clause does not include contracts of employment between the CONTRACTOR and personnel assigned to work under this Contract.

27. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Contract, the DEPARTMENT or the CONTRACTOR may, by thirty (30) days written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part. If this Contract is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

28. **TERMINATION FOR DEFAULT** - The DEPARTMENT may terminate this Contract for default, in whole or in part, by written notice to the CONTRACTOR if the DEPARTMENT has a reasonable basis to believe that the CONTRACTOR has:

Failed to meet or maintain any requirement for Contracting with the DEPARTMENT;

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

Failed to ensure the health or safety of any client for whom services are being provided under this Contract;

Failed to perform under or otherwise breached, any term or condition of this Contract; and/or

Violated any applicable law or regulation.

If it is later determined that the CONTRACTOR was not in default, the termination shall be considered a termination for convenience.

29. **TERMINATION PROCEDURE** Upon termination of this Contract, the DEPARTMENT, in addition to any other rights provided in this Contract, may require the CONTRACTOR to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The DEPARTMENT shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the DEPARTMENT and the amount agreed upon by the CONTRACTOR and the DEPARTMENT for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services that are accepted by the DEPARTMENT, and (d) the protection and preservation of the property, unless the termination is for default, in which case the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this agreement.

The DEPARTMENT may withhold from any amounts due the CONTRACTOR for such completed work or services such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT, the CONTRACTOR shall:

- a. Stop work under the agreement on the date and to the extent specified in the notice;
  - b. Place no further orders or subcontracts for materials, services or facilities except as necessary to complete such portion of the work not terminated;
  - c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, titles, and interest of the CONTRACTOR under the orders and subcontracts in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
  - d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the DEPARTMENT to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to the DEPARTMENT and deliver, in the manner, at the times and to the extent as directed by the DEPARTMENT, any property which, if the Contract had been completed, would have been required to be furnished to the DEPARTMENT;
- Complete performance of such part of the work not terminated by the DEPARTMENT; and,

## REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ 2016-03

g. Take such action as may be necessary or as the DEPARTMENT may direct, for the protection and preservation of the property related to this Contract that is in the possession of the CONTRACTOR and in which the DEPARTMENT has or may acquire an interest.

30. TREATMENT OF ASSETS - Title to all property financed or furnished by the DEPARTMENT shall remain in the DEPARTMENT. Title to all property purchased by the CONTRACTOR, for which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the DEPARTMENT upon delivery of such property to the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under the Contract, shall pass to and vest in the DEPARTMENT upon (i) issuance for use of such property in the performance of this Contract or (ii) commencement of use of such property in the performance of this Contract or (iii) reimbursement of the cost thereof by the DEPARTMENT in whole or in part, whichever first occurs.

Any property of the DEPARTMENT furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the DEPARTMENT, be used only for the performance of this Contract.

The CONTRACTOR shall be responsible for any loss or damage to property of the DEPARTMENT that results from the negligence of the CONTRACTOR or that results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.

If any DEPARTMENT property is lost, destroyed or damaged, the CONTRACTOR shall notify the DEPARTMENT and shall take all reasonable steps to protect the property from further damage.

The CONTRACTOR shall surrender to the DEPARTMENT all property of the DEPARTMENT prior to settlement upon completion, termination or cancellation of this Contract.

All reference to the CONTRACTOR under this clause shall include CONTRACTOR's employees, agents or subcontractors.

31. WAIVER OF DEFAULT Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by the DEPARTMENT.

**REQUEST FOR PROPOSAL RFQQ 2016-03**

**ATTACHMENT C**

**Contractor's Response to RFQQ 2016-002 dated**

**REQUEST FOR PROPOSAL RFQQ 2016-03**

**ATTACHMENT D**

**Request for Proposals No. RFQQ 2016-002**



**EXHIBIT D. EXCEPTIONS TO SAMPLE CONTRACT****(M) Terms and Conditions**

The Apparent Successful Vendor is expected to enter into a Contract that is substantially the same as the sample contract and its general terms and conditions attached as [Exhibit C](#). In no event is a Vendor to submit its own standard contract terms and conditions in response to this solicitation. The WDVA will review requested exceptions and accept or reject the same at its sole discretion. Due to the nature of services being provided we will consider/negotiate additional industry standard terms and conditions that would be offered by the Vendor for inclusion in the contract as additional Exhibits. However, the WDVA reserves at its sole discretion to accept or reject these additional exhibits. A Vendor may submit changes to the content of the Contract as presented in [Exhibit C](#).

**The Vendor must provide one of the two following statements here in response to this section:**

“<Vendor Name> accepts the terms of **XXXX** Contract”

Or

“<Vendor Name> accepts the terms of the **XXXX** Contract, EXCEPT FOR those areas identified in [Exhibit D](#) to this RFQQ Proposal.”

All identified exceptions, modifications, and/or additions shall be included as [Exhibit D](#) to the Proposal and clearly marked mandatory or proposed as set forth below in this section. Identify each proposed exception, modification, and/or addition in the following format:

1. State the page number of this RFQQ
2. State the Contract paragraph in full
3. State the proposed revised paragraph verbiage in full

**The Vendor must clearly identify all submitted exceptions, modifications and/or additions as to one of the two categories:**

**Mandatory:** A Vendor submitting a mandatory exception, modification, and/or addition, is declaring that the change is a requirement within its proposal. If the change is not acceptable to the WDVA, then the Vendor does not want its proposal to be considered or evaluated by the WDVA.

**Proposed:** A Vendor submitting a proposed exception, modification, and/or addition, is asking that the WDVA consider it, and if acceptable to the WDVA, include the proposed wording in any resulting Contract.

**EXHIBIT E. (M/S) COST PROPOSAL**

Cost Proposal is to be submitted utilizing the Microsoft Excel work book attached to this RFQQ.  
(Should the Vendor be unable to download the Excel from the WEBS site  
<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx>,  
Vendor is to contact the RFQQ Coordinator to request it be delivered to them electronically.)